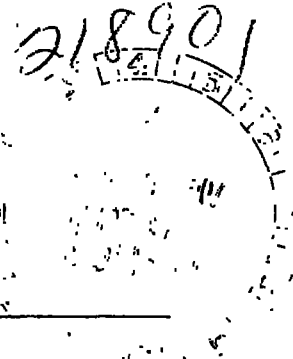


MAR 27 2007

Before the
Surface Transportation Board

Part of
Public Record



Finance Docket No. 35008

UTAH TRANSIT AUTHORITY --
ACQUISITION EXEMPTION --
THE UNION PACIFIC RAILROAD COMPANY
IN SALT LAKE COUNTY, UTAH

FEE RECEIVED

MAR 27 2007

SURFACE
TRANSPORTATION BOARD

VERIFIED NOTICE OF EXEMPTION

FILED
MAR 27 2006
SURFACE
TRANSPORTATION BOARD

Now comes the Utah Transit Authority ("UTA"), a public transit district organized under Title 17A, Chapter 2, Part 10, Utah Code Annotated 1953, as amended, with a notice that on or about, but no sooner than April 27, 2007 it will purchase from the Union Pacific Railroad Company ("UPRR") the remaining width of a portion of the Bingham Industrial Lead, a line of railroad main track corridor (formerly The Denver and Rio Grande Western Railroad Company) as said line extends in a westerly direction from Midvale, Utah, M.P. 0.00 of said line, to Bagley, M.P. 6.60 of said line shown on Exhibit 1 hereto (the "Bingham Industrial Lead"), of which right-of-way UTA acquired a thirty-five foot (35') strip from UPRR as part of the transaction described in STB F.D. No. 34170, *Utah Transit Auth. – Acquisition Exemption – Certain Assets of Union Pacific R. Co.*¹

As part of the same transaction, UTA will also acquire track referred to as "the Dalton Spur", which extends westerly from (former) milepost 7.5 on the Bingham Industrial Lead. That

¹ In a decision in F.D. No. 34170 served on May 22, 2002, this Board dismissed the Notice of Exemption that UTA had previously filed with respect to the transaction that included the Bingham Industrial Lead. The Board concluded that "no common carrier rights or obligations are being transferred and UTA will not hold itself out to be a common carrier performing rail service", and that UP's ability to fulfill its retained common carrier freight obligation on the line would not be impaired by the rights and obligations UTA acquired in that transaction. F.D. No. 34170, Decision, *slip op.*, at 4.

connection is on a segment of the Bingham Industrial Lead that has previously been abandoned.²

This Notice of Exemption does not cover the Dalton Spur, and no separate Notice or any other request for authorization will be submitted with respect to the Dalton Spur because: (1) the track is a spur track for which no STB approval is required prior to UTA's acquisition, 49 U.S.C. §10906; (2) the Dalton Spur connects to a piece of track that is no longer subject to this Board's jurisdiction as a result of the abandonment approved in Docket No. AB-33 (Sub-No. 194X); and (3) there is currently no rail operation on the Dalton Spur.

On the Bingham Industrial Lead, UPRR will retain an exclusive freight easement which UPRR intends to transfer to the Savage, Bingham & Garfield Railroad Company ("SBG").³ In addition, the BNSF Railway Company has rights to operate on the lines, and those rights will not be affected by the transactions described in this Notice. UTA will acquire no right or obligation to provide freight service on the Bingham Industrial Lead, and is acquiring the property for the purpose of providing wholly intrastate light rail passenger operations.

This Notice of Exemption is filed under 49 C.F.R. § 1150.31(1) *et seq.* because UTA is a non-carrier.⁴ UPRR will retain, and will transfer to SBG, an independent, third party rail carrier, the right and obligation to provide freight service on the Bingham Industrial Lead. Because UTA will not acquire either rights or obligations that implicate in any way the freight common carrier operations that remain attached to the Bingham Industrial Lead, and thus will not become

² Docket No. AB-33 (Sub-No. 194X), *Union Pacific R. Co. – Abandonment Exemption – In Salt Lake County, UT* (Service Date December 2, 2002).

³ SBG has already filed, and this Board has published, a Notice of Exemption with respect to its acquisition of the right to operate on the Bingham Industrial Lead and other trackage owned by UTA and currently operated by UPRR. STB F.D. No. 35002, *Savage, Bingham & Garfield R.Co. - Acquisition and Operation Exemption – Union Pacific R.Co.* (Service Date March 15, 2007).

⁴ In addition to the determination in F.D. No. 34170 (*see fn.1, supra*) that UTA has not acquired sufficient rights or obligations with respect to the lines covered there to acquire a common carrier obligation that is subject to this Board's jurisdiction, the ICC has also determined that a previous acquisition by UTA from UPRR also did not constitute transfer of a common carrier obligation. ICC F.D. No. 32186, *Utah Transit Authority – Acquisition Exemption – Line of Union Pacific R. Co., slip op.*, 1992 WL 386409 (I.C.C.), Service Date December 31, 1992, *aff'd on reconsideration, slip op.*, 1993 WL 112128 (I.C.C.).

a rail carrier providing transportation subject to the jurisdiction of the Board, UTA will shortly be filing a Motion to Dismiss this Notice of Exemption.

The following is the information required by the regulations:

- (1) § 1150.33(a) *The full name and address of the applicant*

Utah Transit Authority
3600 South 700 West
Salt Lake City, UT 84119

- (2) § 1150.33(b) *The name, address and telephone number of the representative of the applicant who should receive correspondence*

Charles A. Spitulnik
Allison I. Fultz
Kaplan Kirsch & Rockwell LLP
1001 Connecticut Avenue, NW
Suite 905
Washington, D.C. 20036
(202) 955-5600

- (3) § 1150.33(c) *A statement that an agreement has been reached or detail about when an agreement will be reached*

On or about, but no sooner than April 27, 2007, UTA and UPRR will close the transaction that is the subject of the Eighth Amendment to Purchase and Sale Agreement⁵. A copy of the current version of that Agreement is attached hereto as Exhibit 2. In addition, UTA and SBG will enter into an Administration and Coordination Agreement ("ACA") with respect to the operations, rights and obligations of each on the Bingham Industrial Lead. That agreement has not yet been finalized. When it is, UTA will provide a copy of that document along with the Motion to Dismiss this proceeding in order to provide a complete picture of the rights and obligations that UTA will and will not acquire.

- (4) § 1150.33(d) *Operator of the property*

UPRR is retaining, and intends to transfer to SBG, the obligation to provide freight service on the Bingham Industrial Lead. SBG has already filed a Notice of Exemption with respect to its operation of this line. See fn. 3, *supra*.

⁵ The original Purchase and Sale Agreement covered the transaction that was presented to the ICC in F.D. No. 32186 (see fn. 4, *supra*).

- (5) *The name and address of the railroad transferring the subject property*

Union Pacific Railroad Company
1400 Douglas Street
Omaha, NE 68179

- (6) *The proposed time schedule for the consummation of the transaction*

The transaction between UPRR and UTA will occur on or about, but no sooner than April 27, 2007. UPRR will transfer the freight common carrier obligation to SBG. SBG has already submitted a Notice of Exemption with respect to that transaction in F.D. No. 35002. *See* fn. 3, *supra*.

- (7) *The mile-posts of the subject property, including any branch lines*

The remaining width of the right-of-way not previously acquired by UTA from UPRR of the Bingham Industrial Lead from Midvale, UT M.P. 0.00 of said line, to Bagley, UT M.P. 6.60.

- (8) *The total route miles being acquired*

The total mileage of the Rail Lines to be acquired and operated is approximately 6.6 miles.

- (9) *A map that clearly indicates the area to be served, including origins, terminals, stations, cities, counties and states*

See Exhibit 1.⁶

- (10) *A certificate that applicants projected revenues do not exceed those that would qualify it as a Class III carrier*

See Verification and Certification attached.

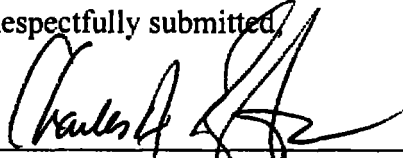
No environmental review is necessary for this transaction because the railroad operations that are subject to the Board's jurisdiction are not affected by the acquisition by UTA. *See* 49 C.F.R. 1105.6 (c)(2).

⁶ The maps attached as Exhibit 1 also show the location of additional lines that are not part of this transaction. Only the track labeled "Begin Purchase Bingham Industrial Lead MP 0.0" and "End Purchase Bingham Ind. Lead MP 6.60" on the map that is on the second page of Exhibit 1 is involved here.

A proposed caption summary for publication in the Federal Register is attached as Exhibit 3.

Dated: March 27, 2007

Respectfully submitted,



CHARLES A. SPITULNIK
ALLISON I. FULTZ
Kaplan Kirsch & Rockwell LLP
1001 Connecticut Avenue, NW
Suite 905
Washington, D.C. 20036
(202) 955-5600
Email: cspitulnik@kaplankirsch.com
afultz@kaplankirsch.com

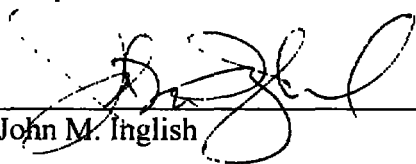
Counsel for the Utah Transit Authority

123204

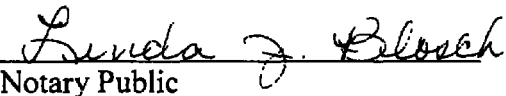
VERIFICATION AND CERTIFICATION

I, John M. English, General Manager of Utah Transit Authority, verify under penalty of perjury that the facts recited in the foregoing Verified Notice of Exemption are true and correct. Further, I certify that I have personal knowledge of the facts stated therein and that I am authorized to verify the facts stated in this Verified Notice of Exemption.

In addition, this is to certify, as required by 49 C.F.R. §1150.33(g) that, because the Utah Transit Authority will conduct no freight operations on the line segments being acquired, its revenues from freight operations do not exceed those that would qualify it as a Class III carrier.


John M. English

Subscribed and sworn to
before me this 26th day of
March, 2007.


Notary Public

My commission expires: June 12, 2010

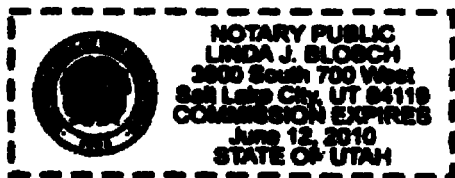
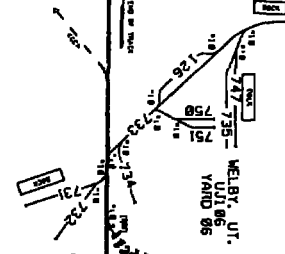
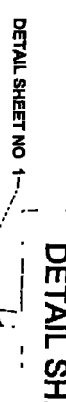
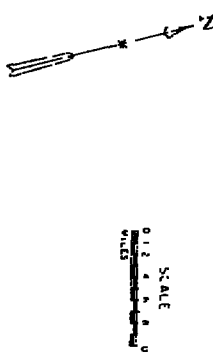


Exhibit 1



LEASE TO UTA
SELL TO UTA
UPRR TRACKAGE
SL TRACKAGE

UNION PACIFIC RAILROAD
AND
UTAH TRANSIT AUTHORITY
DATED AUGUST 1, 2006

FILE & INDEXED
DATE 97-4-26 10:27
MODEL 100-4

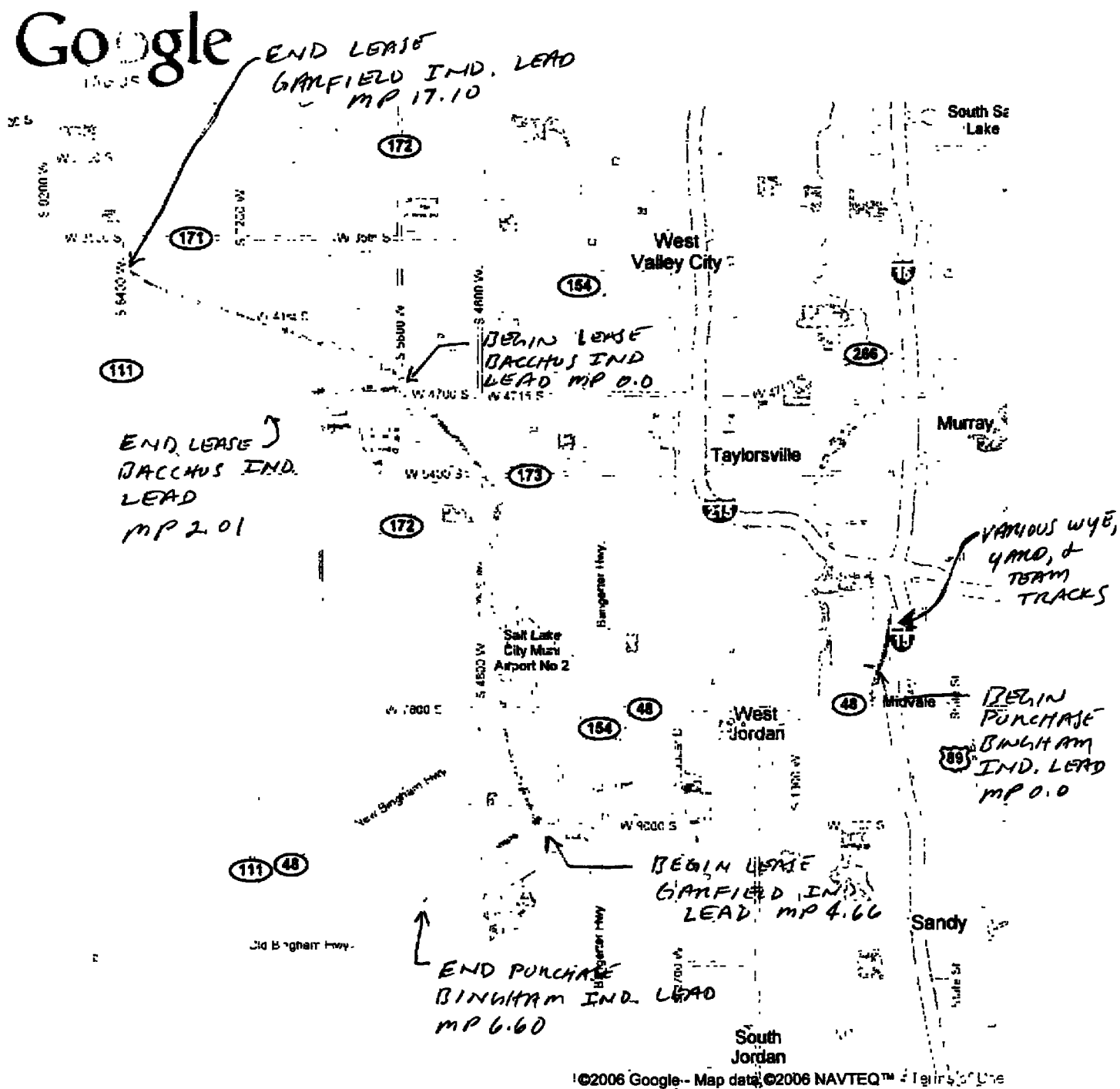


Exhibit 2

EIGHTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS EIGHTH AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Eighth Amendment") is made effective as of March 2, 2007 ("Eighth Amendment Effective Date"), by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Seller"), and UTAH TRANSIT AUTHORITY, a public transit district organized under Title 17A, Chapter 2, Part 10, Utah Code Annotated 1953, as amended ("Purchaser"). Seller and Purchaser are sometimes in this Eighth Amendment referred to collectively as the "Parties."

RECITALS:

A. Reference is made to that certain Purchase and Sale Agreement between Purchaser and Seller, dated as of January 17, 2002, as amended by First Amendment to Purchase and Sale Agreement dated as of September 19, 2002, Second Amendment to Purchase and Sale Agreement dated January 16, 2003, Third Amendment to Purchase and Sale Agreement dated May 30, 2003, Fourth Amendment to Purchase and Sale Agreement dated June 26, 2003, Fifth Amendment to Purchase and Sale Agreement dated July 25, 2003, Sixth Amendment to Purchase and Sale Agreement dated as of July 13, 2005, and Seventh Amendment to Purchase and Sale Agreement dated as of November 23, 2005 (collectively, the "Purchase Contract"). All capitalized terms not defined in this Eighth Amendment have the same meanings as set forth in the Purchase Contract.

B. Pursuant to the Purchase Contract, Seller executed and delivered to Purchaser certain deeds, including Quitclaim Deed (Salt Lake County) dated September 16, 2002, recorded September 20, 2002, under Entry Number 8360002, Book 8651, at Page 3988, official records of the Salt Lake County, Utah, Recorder (the "3.4 SLC Quitclaim Deed"), under which Seller quitclaimed to Purchaser Seller's right, title and interest in certain property in Salt Lake County, Utah, including the northerly 35.00 feet (less such portions thereof as would result in Seller's remaining right of way being less than thirty feet (30') wide) of the main track corridor right of way of the Bingham Industrial Lead of Seller (formerly The Denver and Rio Grande Western Railroad Company) as such line extends in a westerly direction from Midvale, Utah, M.P. 0.18 of such line, to Bagley, M.P. 6.60 of such line ("Bingham Industrial Lead").

C. The Parties desire to amend the Purchase Contract to provide that (1) Seller shall sell and quitclaim to Purchaser the remaining width of the Bingham Industrial Lead, as shown on Exhibit "A-1" attached and incorporated by reference (the "Additional Bingham Branch Property") and the real property shown on Exhibit "A-2" attached and incorporated by reference (the "Dalton Spur"), provided that Seller's freight common carrier obligation with respect to the lines of railroad on the Bingham Industrial Lead, and on Seller's Garfield Industrial Lead, Bacchus Industrial Lead and certain yard/team tracks at Midvale Yard as shown on Exhibit "B" attached and incorporated by reference (the "Other Lines") is transferred to and assumed by Savage Bingham & Garfield Railroad Company (the "Short Line"), and (2)

Purchaser shall sell and quitclaim to Seller certain of the Bingham Industrial Lead quitclaimed to Purchaser under the 3.4 SLC Quitclaim Deed.

D. Pursuant to the Purchase Contract, Seller and Purchaser executed and delivered to each other certain ancillary agreements, including:

(a) Bingham Branch Railroad Facilities License dated September 20, 2002, recorded September 20, 2002, under Entry No. 8360008, official records of the Salt Lake County Recorder ("**Bingham License**");

(b) Bingham Branch Construction and Railroad Relocation Agreement dated September 20, 2002, recorded September 20, 2002, under Entry No. 8360011, official records of the Salt Lake County Recorder ("**Bingham Construction Agreement**");

(c) Assignment and Assumption Agreement dated September 20, 2002, as amended by Amendment dated March 4, 2005 and Second Amendment dated November 29, 2005 ("**Assignment Agreement**");

(d) Bingham Branch Operations and Maintenance Agreement dated September 20, 2002, as amended by Amendment dated November 29, 2005 ("**Bingham Operations Agreement**"); and

(e) Sugarhouse/Bingham Trackage Rights Agreement dated September 20, 2002 ("**TRA**").

(collectively, the "**Salt Lake Miscellaneous Agreements**").

The Parties desire to terminate the Salt Lake Miscellaneous Agreements (except for the Assignment Agreement, which will be amended) to reflect the sale and quitclaim of the Additional Bingham Branch Property contemplated under this Eighth Amendment, and the transfer to the Short Line of Seller's freight common carrier obligations with respect to the lines of railroad on the Bingham Industrial Lead and the Other Lines.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants in this Eighth Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Quitclaim of Additional Bingham Branch Property and Dalton Spur.**

(a) Seller shall quitclaim the Additional Bingham Branch Property and the Dalton Spur to Purchaser, by quitclaim deed in the form attached to this Eighth Amendment as **Exhibit "C"** (the "**Bingham Branch/Dalton Spur UTA Deed**"), using the legal descriptions attached as **Exhibits "A-3"** and "**A-4**" and incorporated herein, which legal descriptions have been approved by Seller and Purchaser, and are based on plotting the beginning point and basis of

bearing for the Additional Bingham Branch Property, and on Seller's valuation maps for the Dalton Spur. Purchaser intends to prepare more comprehensive legal descriptions of the Additional Bingham Branch Property and the Dalton Spur after the Fifth Closing Date (as defined in Section 8 below), at Purchaser's sole cost and expense. Provided that Seller approves of such more comprehensive legal descriptions (which approval Seller shall not unreasonably withhold or delay), Seller covenants to execute and record (at Purchaser's sole cost and expense) a corrective quitclaim deed containing such legal descriptions if requested by Purchaser. This covenant shall survive the Fifth Closing.

(b)(i) Seller, for itself, its successors and assigns, excepts and reserves from the sale of the Additional Bingham Branch Property, a permanent, exclusive easement upon, over, under and across the Property, for purposes of conducting freight rail operations and otherwise to fulfill Seller's rights and obligations as a common carrier freight railroad under applicable federal laws and regulations, including the right to use the Additional Bingham Branch Property to provide freight rail service to all customers on or served from the Property, and to operate, use, construct, reconstruct, maintain, repair, relocate and/or remove existing and/or future railroad, rail and railroad-related equipment, facilities and transportation systems necessary for and related to freight rail operations (the "**Freight Easement**"). Seller further excepts and reserves the agreements with respect to freight rail service (collectively, "**Freight Agreements**") on the Bingham Industrial Lead that are listed in **Exhibit "D"** attached.

(ii) Seller shall, effective May 1, 2007, transfer to the Short Line the Freight Easement, by Easement Quitclaim Deed in the form of the attached **Exhibit "E"**, and Seller's right, title and interest in the Freight Agreements with respect to the Additional Bingham Branch Property, by Assignment and Assumption Agreement in the form attached to this Eighth Amendment as **Exhibit "F"** (the "**Bingham Freight Agreements Assignment**").

(c) Ownership of all rail improvements on the Additional Bingham Branch Property and the Dalton Spur that are owned by Seller, including without limitation, rails, ties, ballast, signals, switches and trestles and other rail appurtenances to the Additional Bingham Branch Property and the Dalton Spur, if any, will be transferred to Purchaser by Bill of Sale in the form attached to this Eighth Amendment as **Exhibit "G"** (the "**Bingham/Dalton Spur Bill of Sale**").

(d) In consideration of the quitclaim of the Additional Bingham Branch Property and the Dalton Spur contemplated under this Eighth Amendment, Purchaser shall pay to Seller Fifteen Million and No/100th Dollars (\$15,000,000.00) (the "**Consideration**"), payable as provided in Section 8(e) of this Eighth Amendment.

2. **Quitclaim Deed Quitclaiming Property to Seller.**

(a) Purchaser shall quitclaim to Seller, by quitclaim deed in the form of **Exhibit "H"** attached to this Eighth Amendment (the "**Bingham Branch UP Deed**"), certain real property in the County of Salt Lake and more particularly described in the Bingham Branch UP Deed.

(b) The property quitclaimed to UP pursuant to this Section 2 is referred to in this Eighth Amendment as the "**UP Returned Property.**"

3. **Transfer of Freight Obligation as to Other Lines.**

Seller shall, immediately after the Fifth Closing but effective May 1, 2007, transfer to the Short Line Seller's rights and obligations as a freight common carrier with respect to the Other Lines, by Freight Easement Deed and Agreement in the form attached to this Agreement as **Exhibit "J" ("Other Lines Easement")**, together with Seller's right, title and interest in the Freight Agreements, and certain agreements relating to rail operations (such as crossing agreements), with respect to the Other Lines, by Assignment and Assumption Agreement in the form attached to this Eighth Amendment as **Exhibit "K" (the "Other Lines Freight Agreements Assignment")**.

4. **Amendment of Assignment and Assumption Agreement.**

Seller and Purchaser shall execute two originals of an amendment ("**Third Assignment Amendment**") to the Assignment and Assumption Agreement amending Exhibits A and B of the Assignment and Assumption Agreement to reflect the property quitclaims contemplated under this Eighth Amendment. The Third Assignment Amendment will be in the form attached to this Eighth Amendment as **Exhibit "L"**.

5. **Termination of Bingham License, Bingham Construction Agreement, Bingham Operations Agreement, and TRA.**

(a) Seller and Purchaser shall, at the Fifth Closing but effective May 1, 2007, execute, acknowledge and deliver a termination agreement to the Bingham License in the form attached to this Eighth Amendment as **Exhibit "M" (the "Bingham License Termination")**.

(b) Seller and Purchaser shall at the Fifth Closing execute, acknowledge and deliver a termination agreement to the Bingham Construction Agreement in the form attached to this Eighth Amendment as **Exhibit "N" (the "Bingham Construction Termination")**.

(c) Seller and Purchaser shall, at the Fifth Closing but effective May 1, 2007, execute, acknowledge and deliver a termination agreement to the Bingham Operations Agreement in the form attached to this Eighth Amendment as **Exhibit "O" (the "Bingham Operations Termination")**.

(d) Seller and Purchaser shall, at the Fifth Closing but effective May 1, 2007, execute and deliver a termination agreement to the TRA in the form attached to this Eighth Amendment as **Exhibit "P" (the "TRA Termination")**.

6. **Applicability of Terms.**

(a) Except as otherwise specifically provided in this Eighth Amendment, for all purposes of the Purchase Contract effective on and after the Eighth Amendment Effective Date as to any pre-Closing rights and obligations and effective on and after the Fifth Closing as to any post-Closing rights and obligations (i) the term "Property" includes the Additional Bingham

Branch Property and the Dalton Spur and excludes the UP Returned Property, (ii) the term "Section 3.2 Properties" includes the Additional Bingham Branch Property and the Dalton Spur, and (iii) the term "Section 3.4 Properties" excludes the Additional Bingham Branch Property, the Dalton Spur and the UP Returned Property.

(b) Except as otherwise provided in this Eighth Amendment, all references to the Effective Date in the Purchase Contract mean, with respect to the transactions contemplated under this Eighth Amendment ("**Eighth Amendment Transactions**"), the Eighth Amendment Effective Date, and all references to the Closing and the Closing Date in the Purchase Contract mean, with respect to the Eighth Amendment Transactions, the Fifth Closing or the Fifth Closing Date (defined in Section 8), respectively.

(c) The Investigation Period for the Additional Bingham Branch Property and the Dalton Spur and the time period for Purchaser to notify Seller of any exceptions to title to the Additional Bingham Branch Property and the Dalton Spur under Section 4 of the Purchase Contract both end on March 15, 2007.

(d) Schedule 8.1 of the Purchase Contract is amended by adding the information in **Schedule 8.1b** attached to this Eighth Amendment.

(e) Seller's Representatives are, with respect to the Additional Bingham Branch Property and the Dalton Spur, the individuals listed in **Exhibit "Q"** attached to this Eighth Amendment.

(f) Purchaser's Representatives are, with respect to the Eighth Amendment Transactions, the individuals listed in **Exhibit "R"** attached to this Eighth Amendment.

(g) Seller has or shall provide to Purchaser, on or before the Eighth Amendment Effective Date, the documents with respect to the Additional Bingham Branch Property and the Dalton Spur required to be provided under Section 7.1 of the Purchase Contract.

(h) Schedule 3.3 of the Purchase Contract is replaced in its entirety with **Schedule 3.3** attached to this Eighth Amendment, and whenever in the Purchase Contract reference is made to Schedule 3.3, such reference is deemed to be to Schedule 3.3 attached to this Eighth Amendment.

(i) Schedule 3.6 of the Purchase Contract is replaced in its entirety with **Schedule 3.6** attached as Exhibit A to the Third Assignment Amendment, and whenever in the Purchase Contract reference is made to Schedule 3.6, such reference is deemed to be to **Schedule 3.6** attached to the Third Assignment Amendment.

7. **Conditions Precedent.**

The following are conditions precedent to Closing the Eighth Amendment Transactions, the failure of any to occur on or before the Fifth Closing Date will cause this Eighth Amendment to automatically terminate, in which event neither party shall have any

further rights or obligations under this Eighth Amendment except that the parties shall comply with any Surviving Obligations:

(a) Short Line. (i) Purchaser will have entered into an agreement with the Short Line reasonably acceptable to Seller for (A) the operation of the Additional Bingham Branch Property as a freight line commencing May 1, 2007 (including, without limitation, the Short Line's agreement to comply with Section 11 below) and for Purchaser to provide, at no cost or expense to the Short Line, maintenance and repair of the Additional Bingham Branch Property and the Other Lines in accordance with the requirements of Section 11(e) below, and (B) freight rail access over the Bingham Industrial Lead from M.P. 6.60 to M.P. 8.0 of said line, and over the Dalton Spur, to allow the Short Line to provide freight rail service to customers on the Dalton Spur; (ii) the Short Line will have agreed to assume the freight common carrier obligations with respect to the Additional Bingham Branch Property and the Other Lines, under the terms provided in this Eighth Amendment and, with respect to the Other Lines, under the terms of a Freight Operating Agreement to be agreed upon between Seller and the Short Line; and (iii) Seller and the Short Line will have agreed upon the terms of a Cooperative Marketing Agreement covering allocation of routing, rates and tariffs for rail shipments over the Additional Bingham Branch Property and the Other Lines, and on the terms of an Interchange Agreement covering the interchange of freight and equipment at Roper Yard.

(b) Regulatory Authority.

(i) Not fewer than thirty (30) days before the Fifth Closing Date, the Short Line, at its sole cost and expense, will have caused to be filed the appropriate notice(s) of exemption with the Surface Transportation Board ("STB") to transfer to the Short Line, effective May 1, 2007, the freight common carrier obligation with respect to the lines of railroad on the Additional Bingham Branch Property and the Other Lines, and no objections to such notice of exemption will have been filed with the STB.

(ii) Before the Fifth Closing Date, Purchaser shall file all documents it reasonably deems necessary and pay any filing fees to secure a STB jurisdictional determination (i.e., a finding of no jurisdiction) in connection with its acquisition of the Additional Bingham Branch Property.

(c) Labor Issues. Seller will have assured itself, in its sole discretion, that the sale of the Additional Bingham Branch Property, and the transfer to the Short Line of the freight common carrier obligations, will not result in a work stoppage on Seller's or any of its affiliate's lines of railroad, and that there are no other labor issues that might jeopardize the anticipated benefits to Seller of the sale of the Additional Bingham Branch Property.

(d) Purchaser shall have entered into an agreement with The Burlington Northern and Santa Fe Railway Company ("BNSF") allowing for a shared freight operation on the Bingham Industrial Lead in the night time window.

(e) Purchaser shall cause the PPAs to be amended to reflect the addition of the Additional Bingham Branch Property and the Dalton Spur, except that in lieu of the PPA being

amended to add the Dalton Spur, Purchaser may obtain from USEPA a "Reasonable Steps Letter".

8. **Closing Procedures.**

(a) **Closing.** The Parties shall complete the closing (the "Fifth Closing") of all of the transactions contemplated under this Eighth Amendment on or before March 30, 2007 (the "Fifth Closing Date").

(b) **Closing Location.** The Fifth Closing will be held at the office of Zions First National Bank, at 10 East South Temple, Suite 1200, Salt Lake City, Utah 84111.

(c) **Settlement Statements.** Prior to the Fifth Closing, Seller and Purchaser shall prepare and reach agreement on separate closing settlement statements for Seller and Purchaser, reflecting the various charges and credits applicable to such Party, as provided in the Purchase Contract, as amended by this Eighth Amendment, and provide Seller with a copy of Seller's closing settlement statement and Purchaser with a copy of Purchaser's closing settlement statement. The various charges and credits contemplated by this Eighth Amendment will be handled by the Parties by appropriate charges and credits to Purchaser and Seller and will be reflected in the Parties' respective closing settlement statements.

(d) **Closing Prorations, Recording Fees.** Purchaser shall pay all recording fees pertaining to the Eighth Amendment Transactions. All closing prorations with respect to the Eighth Amendment Transactions will be as provided in Section 14 of the Purchase Contract, except that all charges with respect to the Additional Bingham Branch Property and the Dalton Spur will be prorated as of the Fifth Closing Date.

(e) **Deliveries.**

(i) At the Fifth Closing, Purchaser shall undertake the following:

(A) Deliver to Seller the Bingham Branch UP Deed, executed and notarized by Purchaser;

(B) Deliver to Seller executed counterpart originals of the Bingham/Dalton Spur Bill of Sale, Bingham Operations Termination, TRA Termination, and Third Assignment Amendment;

(C) Deliver to Seller executed and notarized counterpart originals of the Bingham License Termination and Bingham Construction Termination;

(D) Pay to Seller, by cashier's check, the Consideration; and

(E) Execute, acknowledge as appropriate, and deliver to Seller such other documents as may be necessary or appropriate to consummate these transactions in accordance with the terms of this Eighth Amendment; provided

that Purchaser's delivery of any such documents will not create or expand any obligations under the Purchase Contract, as amended by this Eighth Amendment.

(ii) At the Fifth Closing, Seller shall undertake the following:

(A) Deliver to Purchaser the Bingham Branch/Dalton Spur UTA Deed, executed and notarized by Seller;

(B) Deliver to Purchaser executed counterpart originals of the Bingham/Dalton Spur Bill of Sale, Bingham Operations Termination, TRA Termination, and Third Assignment Amendment;

(C) Deliver to Purchaser executed and notarized counterpart originals of the Bingham License Termination and Bingham Construction Termination;

(D) Execute, acknowledge as appropriate, and deliver to Purchaser such other documents as may be necessary or appropriate to consummate these transactions in accordance with the terms of this Eighth Amendment (including such documents as Purchaser may reasonably request to support any submissions by Purchaser with tax authorities), provided that Seller's delivery of any such documents will not create or expand any obligations under the Purchase Contract, as amended by this Eighth Amendment.

(f) Recordation.

Purchaser and/or Seller shall record in the records of Salt Lake County the following documents:

- (1) Bingham Branch/Dalton Spur UTA Deed;
- (2) Bingham Branch UP Deed;
- (3) Bingham License Termination; and
- (4) Bingham Construction Termination.

9. **Purchaser's Representations.** Purchaser represents and warrants that as of the Eighth Amendment Effective Date and as of the Fifth Closing:

(a) **No Notice of Condemnation, Violation of Law or Legal Action.** Except as set forth in **Schedule 9** attached to this Eighth Amendment and in **Schedule 8.1** attached to the Purchase Contract, Purchaser's Representatives listed in **Exhibit "R"** attached to this Eighth Amendment have not received any written notice of any existing condemnation, violation of law (including any Environmental Law) or other legal action of any kind materially affecting the UP Returned Property.

(b) **No Litigation.** Except as set forth in **Schedule 9** attached to this Eighth Amendment and in **Schedule 8.1** attached to the Purchase Contract, Purchaser's Representatives listed in **Exhibit "R"** attached to this Eighth Amendment have no Knowledge of any pending or

threatened (in writing) litigation, administrative action, governmental investigation or examination (including, but not limited to, environmental investigations, examinations, claims and demands) directly concerning the UP Returned Property that would materially and adversely affect use of the UP Returned Property.

(c) No Environmental Releases, Violations, Investigations or Assessments. Except as disclosed in the reports listed in **Schedule 9** attached to this Eighth Amendment and in **Schedule 8.1** attached to the Purchase Contract, Purchaser's Representatives listed in **Exhibit "R"** attached to this Eighth Amendment have no Knowledge of (i) any material release of a Hazardous Substance that has come to be located on or beneath any of the UP Returned Property during Purchaser's ownership of the UP Returned Property; (ii) any receipt by Purchaser of any governmental notice that the UP Returned Property is in violation, in any material respect, under any Environmental Law and such violation has not been cured; or (iii) any pending or threatened (in writing) investigation by any governmental authority under or in connection with any Environmental Law applicable to the UP Returned Property.

(d) No Third Party Rights to Purchase. No third party (including, without limitation, any Affiliate of Purchaser) obtained any right to purchase or lease from Purchaser all or any part of the UP Returned Property that has not been waived by such third party.

(e) No Change in Title or Leases or Other Agreements. Purchaser has not conveyed to any third party or encumbered the UP Returned Property or any portion of the UP Returned Property, has not modified any of the Leases or Other Agreements affecting the UP Returned Property, has not leased or granted any other rights in the UP Returned Property, and, since the Closing, has complied with all material terms, conditions and provisions of all Leases and Other Agreements affecting the UP Returned Property.

Purchaser's representations and warranties in this Section 9 of this Eighth Amendment will survive the delivery of the deeds contemplated under this Eighth Amendment and the Fifth Closing for a period of five (5) years after the Fifth Closing and will then expire and terminate.

10. **Seller's Disclaimers.** As a material inducement to Purchaser to enter into this Eighth Amendment and to quitclaim the UP Returned Property to Seller, Seller acknowledges and agrees that:

(a) Except as set forth in Section 9 of this Eighth Amendment and Section 8.2 of the Purchase Contract, Seller is acquiring the UP Returned Property in "AS-IS, WHERE-IS" CONDITION, WITH ALL FAULTS, and accepts the UP Returned Property in its current physical and environmental condition.

(b) Seller is acquiring the UP Returned Property subject to all existing laws, statutes, ordinances, codes, rules and regulations.

(c) Purchaser shall not be responsible for the payment of any connection charges, fees and payments required in connection with Seller's use of utilities, roads or other similar improvements to use the UP Returned Property and/or any improvements existing or hereafter

constructed or placed thereon by Seller.

(d) EXCEPT AS MAY BE EXPRESSLY SET FORTH IN WRITING IN THIS EIGHTH AMENDMENT, NEITHER PURCHASER NOR ANY PARTY REPRESENTING PURCHASER HAS MADE ANY WARRANTY OR REPRESENTATION TO SELLER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE UP RETURNED PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR REPRESENTATIONS CONCERNING TITLE, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, MERCHANTABILITY, QUALITY OF WORK, STRUCTURAL INTEGRITY, ENVIRONMENTAL CONDITIONS, EXPENSES TO BE INCURRED IN CONNECTION WITH THE PROPERTY, ZONING, BUILDING CODE, PLATTING, SUBDIVISION, ACCESS, AVAILABILITY OF UTILITIES OR COMPLIANCE WITH ANY LAWS, STATUTES, ORDINANCES, CODES, RULES OR REGULATIONS.

(e) Except for any express written warranty or representation contained in the Purchase Contract, as amended by this Eighth Amendment, Seller will not rely on any warranty or representation, express or implied, oral or written, of Purchaser or any party representing Purchaser, but instead will rely solely upon the Seller's and any Seller's consultant'(s) inspections, tests, surveys, studies, procedures and investigations of the UP Returned Property.

This Section 10 will survive the Fifth Closing.

11. Post-Sale Obligations.

(a) Existing Trackage Rights. The sale of the Additional Bingham Branch Property is expressly made subject to (i) Restated and Amended Agreement dated March 1, 2002, between Seller and BNSF (the "Settlement Agreement"), (ii) Denver, Colorado to Stockton and San Jose, California Trackage Rights Agreement dated June 1, 1996, between Seller's predecessors in interest and BNSF's predecessors in interest (the "BNSF Trackage Rights Agreement"), and (iii) Commercial Agreement dated March 31, 1993 between Seller and the Salt Lake City Southern Railroad Co., Inc. (the "SL Agreement"). Purchaser (either directly or through the Short Line) shall perform all obligations of Seller under the Settlement Agreement, the BNSF Trackage Rights Agreement, and the SL Agreement with respect to the Additional Bingham Branch Property, and shall indemnify, defend and hold harmless Seller from and against any losses, actions, causes of action, damages, costs or expenses arising out of or in any manner relating to Purchaser's failure to do so. Neither Seller nor Purchaser shall amend the Settlement Agreement, the BNSF Trackage Rights Agreement or the SL Agreement with respect to the Additional Bingham Branch Property without the prior written consent of the other Party. Seller represents and warrants to Purchaser that Seller has provided to BNSF all notices of the sale of the Additional Bingham Branch Property to Purchaser required under the Settlement Agreement and the BNSF Trackage Rights Agreement (if any), and has received all consents from BNSF to such sale required under the Settlement Agreement and the BNSF Trackage Rights Agreement (if any), and Seller shall indemnify, defend and hold harmless Purchaser from and against any losses, actions, causes of action, damages, costs or expenses arising out of or in any manner relating to Seller's failure to do so.

(b) Purchaser's Covenants Re Freight Operations. Purchaser shall cooperate in allowing the Short Line to begin freight rail operations on the Additional Bingham Branch Property and Other Lines on or after May 1, 2007. From and after May 1, 2007, and as a condition and covenant that will survive the Fifth Closing, the Short Line shall assume full responsibility for all obligations to the shipping public on the Additional Bingham Branch Property and Other Lines. Seller, at no cost and expense to Seller, shall cooperate with the Short Line in the transition of operations on the Additional Bingham Branch Property and Other Lines from Seller to the Short Line. Neither Purchaser nor the Short Line will have any right to operate on Seller's trackage or to use Seller's equipment except pursuant to the Interchange Agreement referred to in Section 7(a).

(c) Labor Protection.

(i) Seller's Responsibilities. Seller is solely responsible for all of its obligations to its employees, whether represented or not represented, including such obligations arising out of any federal or state labor law or regulation and all collective bargaining agreements between Seller and any third party. With respect to the transactions contemplated by this Eighth Amendment, Seller is solely responsible, at its expense, for resolution of any claims or grievances asserted against it and/or Purchaser with respect to Seller's employees, whether represented or not represented, including claims or grievances asserted pursuant to collective bargaining agreements or otherwise. Purchaser does not assume any obligation to Seller's employees or any obligation arising from any collective bargaining agreements between Seller and any third party.

(ii) Purchaser's Responsibilities. Purchaser is solely responsible for all of its obligations to its employees, whether represented or not represented, including such obligations arising out of any federal or state labor law or regulation and all collective bargaining agreements between Purchaser and any third party. With respect to the transactions contemplated by this Eighth Amendment, Purchaser is solely responsible, at its expense, for resolution of any claims or grievances asserted against it and/or Seller with respect to Purchaser's employees, whether represented or not represented, including claims or grievances asserted pursuant to collective bargaining agreements or otherwise. Seller does not assume any obligation to Purchaser's employees or any obligation arising from any collective bargaining agreements between Purchaser and any third party.

(iii) Indemnity. Each party shall indemnify, defend and hold harmless the other party from and against any and all claims, losses, fines, assessments and other damages suffered by the other party arising from obligations assumed by the indemnifying party pursuant to this subparagraph (c).

(d) In addition to, and not in limitation of Purchaser's obligations under Section 10 of the Purchase Contract, Purchaser acknowledges and agrees that a portion of the Additional Bingham Branch Property is subject to Notice of Institutional Controls dated August 13, 2004, recorded November 22, 2004, under Entry Number 9229318, Book 9063, at Page 4894, official records of the Salt Lake County, Utah, Recorder ("Institutional Controls"). Purchaser agrees to

comply with all of the requirements of the Institutional Controls relating to the Additional Bingham Branch Property.

(e) Purchaser, at no cost or expense to Seller or the Short Line, shall be responsible for routine maintenance of the Additional Bingham Branch Property and the Other Lines except the Dalton Spur, including the inspection, repair, renewal, and scheduled capital replacement of items necessary to permit freight rail operations at not less than Federal Railroad Administration Class II track standards; provided, however, that Purchaser shall not be responsible for (i) repairing any damage caused by the Short Line (ordinary wear and tear excepted), (ii) repairing, upgrading or replacing track structure to accommodate carloads exceeding 286,000 pounds, (iii) repairing any damage caused by floods, earthquakes, terrorism or other catastrophic event, or (iv) general property management of the Other Lines.

(f) The provisions of this Section 11 shall survive the delivery of the Bingham Branch/Dalton Spur UTA Deed and the Fifth Closing, and subparagraphs (a), (b), (c)(ii) and (c)(iii) shall run with title to the Additional Bingham Branch Property and the Dalton Spur and shall bind each and every subsequent owner of all or any portion of the Additional Bingham Branch Property and the Dalton Spur. Seller's rights under this Section 11 shall be fully and freely assignable.

12. **Pending Projects.** Certain railroad projects with respect to the Bingham Additional Property involving public agencies are pending, as listed on Exhibit "S" attached. Such pending projects will be handled after the Fifth Closing as provided on Exhibit "S". The provisions of this Section 12 shall survive the delivery of the Bingham Branch UTA Deed and the Fifth Closing.

13. **Agreement Terms Apply; Amendment Controls.** Except as specifically provided in this Eighth Amendment, the terms and conditions of the Purchase Contract will remain in full force and effect. If any provision of the Purchase Contract is in conflict with any provisions of this Eighth Amendment, the terms of this Eighth Amendment will control.

14. **Counterparts.** This Eighth Amendment may be executed by facsimile, when followed by delivery of executed originals of this Eighth Amendment. This Eighth Amendment may be executed in counterparts, each of which will be deemed an original but all of which will together constitute one in the same instrument.

(Signatures on following page)

EXECUTED by Seller and Purchaser as of the date first written above.

SELLER:

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

Attest:

Barbara Holden
Assistant Secretary

By: Tony K Love
Name: TONY K. LOVE
Title: Assistant Vice President - Real Estate

PURCHASER:

UTAH TRANSIT AUTHORITY,
a public transit district of the State of Utah

Witness:

Eileen B. Billings

By: John M. English
Name: John M. English
Title: General Manager

Michael Auegra

By: Michael Auegra
Name: MICHAEL AUEGRA
Title: CHIEF CAPITAL DEV'T OFF.

APPROVED AS TO FORM:

By: Jordan White
Name: Jordan White
Title: UTA Corporate Counsel

Exhibits attached to this Eighth Amendment:

Exhibit A-1 Print of Additional Bingham Branch Property
Exhibit A-2 Print of Dalton Spur
Exhibit A-3 Legal Description of Additional Bingham Branch Property
Exhibit A-4 Legal Description of Dalton Spur
Exhibit B Print of Other Lines
Exhibit C Bingham Branch/Dalton Spur UTA Deed
Exhibit D Freight Agreements
Exhibit E Easement Quitclaim Deed
Exhibit F Bingham Freight Agreements Assignment
Exhibit G Bingham/Dalton Spur Bill of Sale
Exhibit H Bingham Branch UP Deed
Exhibit I [Intentionally Deleted]
Exhibit J Other Lines Easement
Exhibit K Other Lines Freight Agreements Assignment
Exhibit L Third Assignment Amendment
Exhibit M Bingham License Termination
Exhibit N Bingham Construction Termination
Exhibit O Bingham Operations Termination
Exhibit P TRA Termination
Exhibit Q Seller's Representatives
Exhibit R Purchaser's Representatives
Exhibit S Pending Railroad Projects

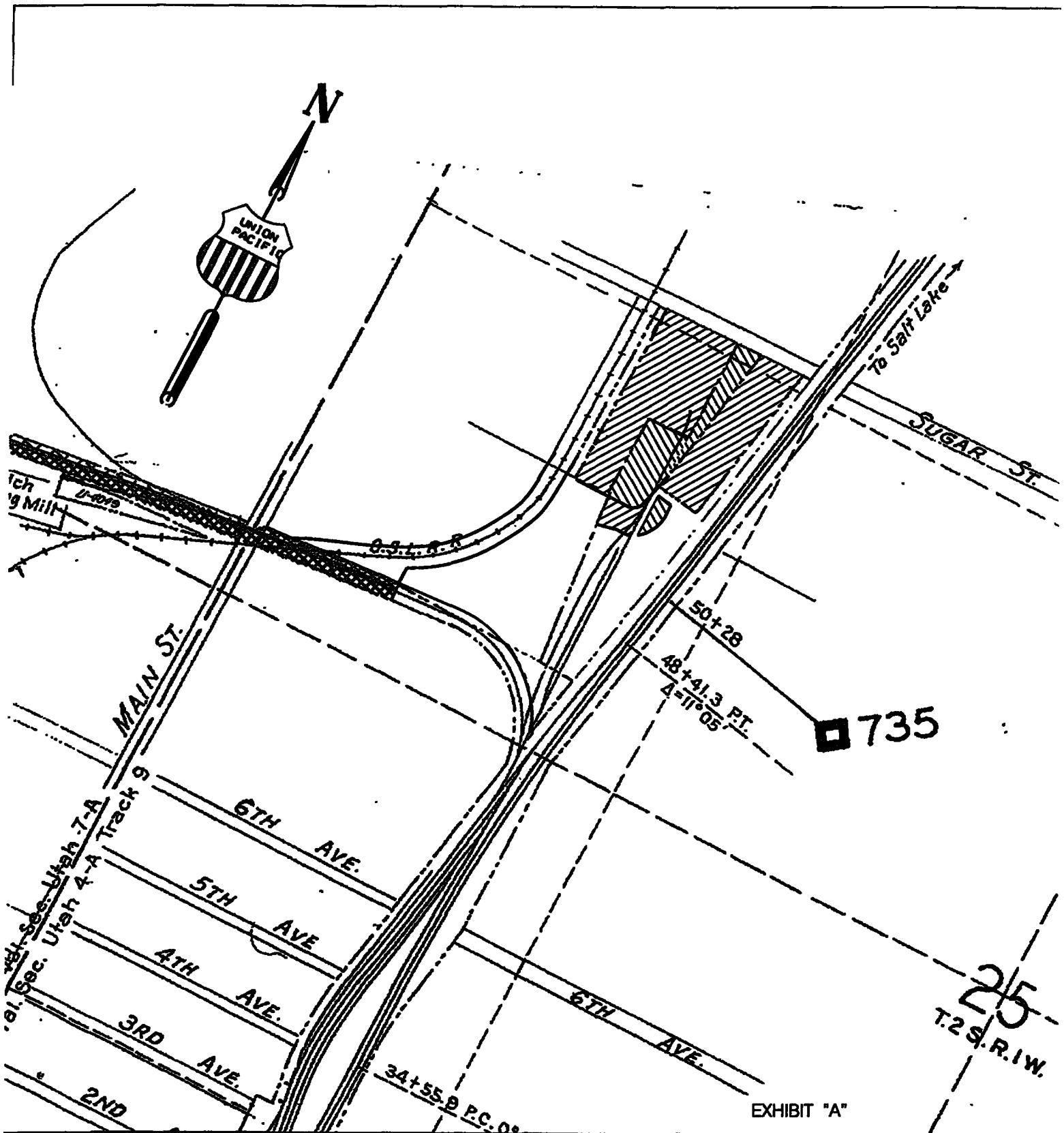
Schedules attached to this Eighth Amendment:

Schedule 3.3
Schedule 3.6
Schedule 8.1b
Schedule 9

EXHIBIT "A-1"

ADDITIONAL BINGHAM BRANCH PROPERTY

**DEPICTED AS EXHIBIT "A"
ON THE FOLLOWING 12 PAGES**



NOT TO SCALE

LEGEND

U.P.R.R. RIGHT OF WAY



UTA ROW SHOWN



SALE AREA TO UTA SHOWN



1 of 12

UNION PACIFIC RAILROAD CO.

TO ACCOMPANY AGREEMENT WITH
UTAH TRANSIT AUTHORITY

M.P. 0.18 - 6.60+- BINGHAM IND LD

DRG UT V 7A /1&2

REAL ESTATE DEPARTMENT OMAHA NE.



REAL ESTATE DEPARTMENT OMAHA NE.

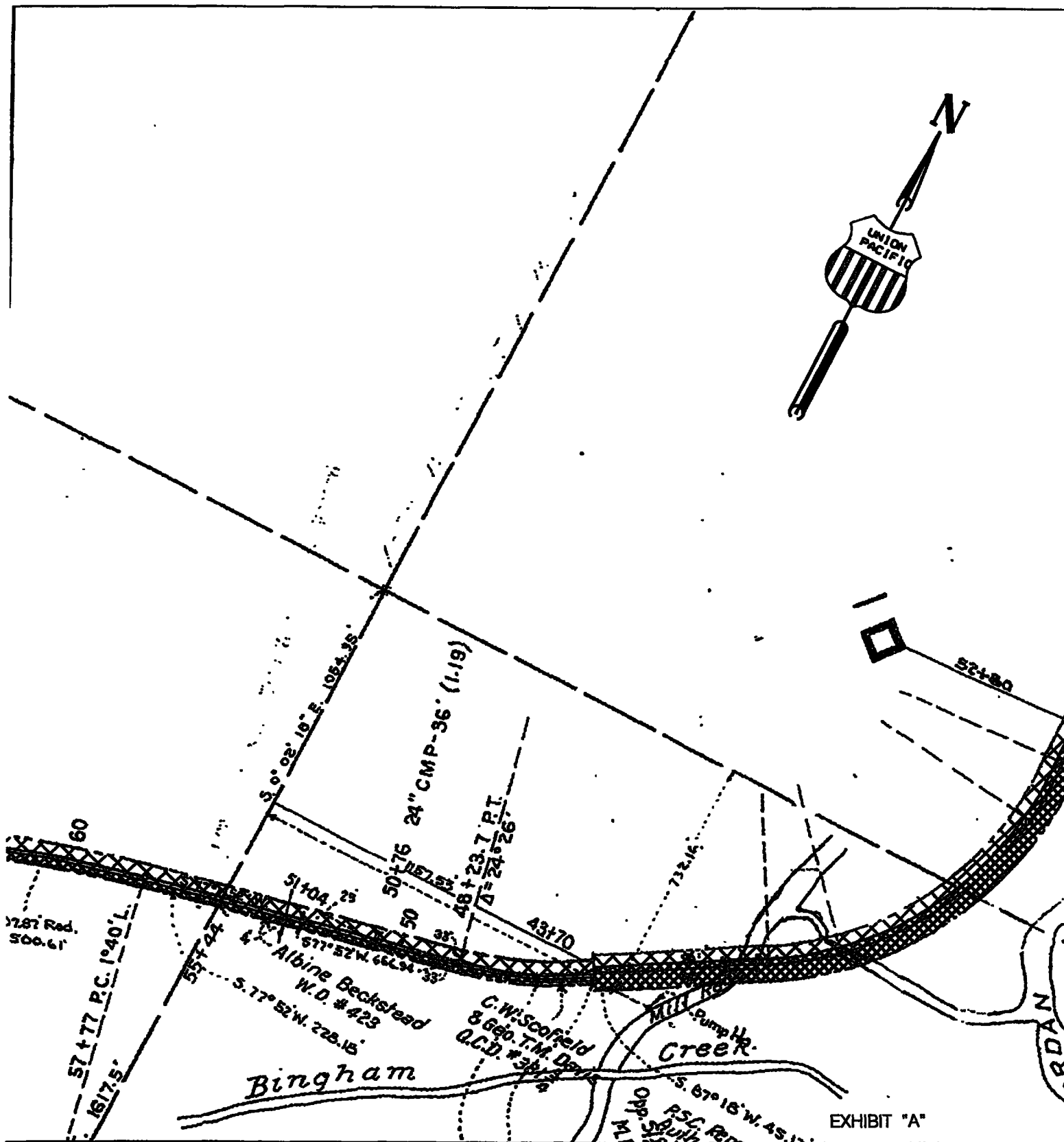


EXHIBIT "A"

NOT TO SCALE

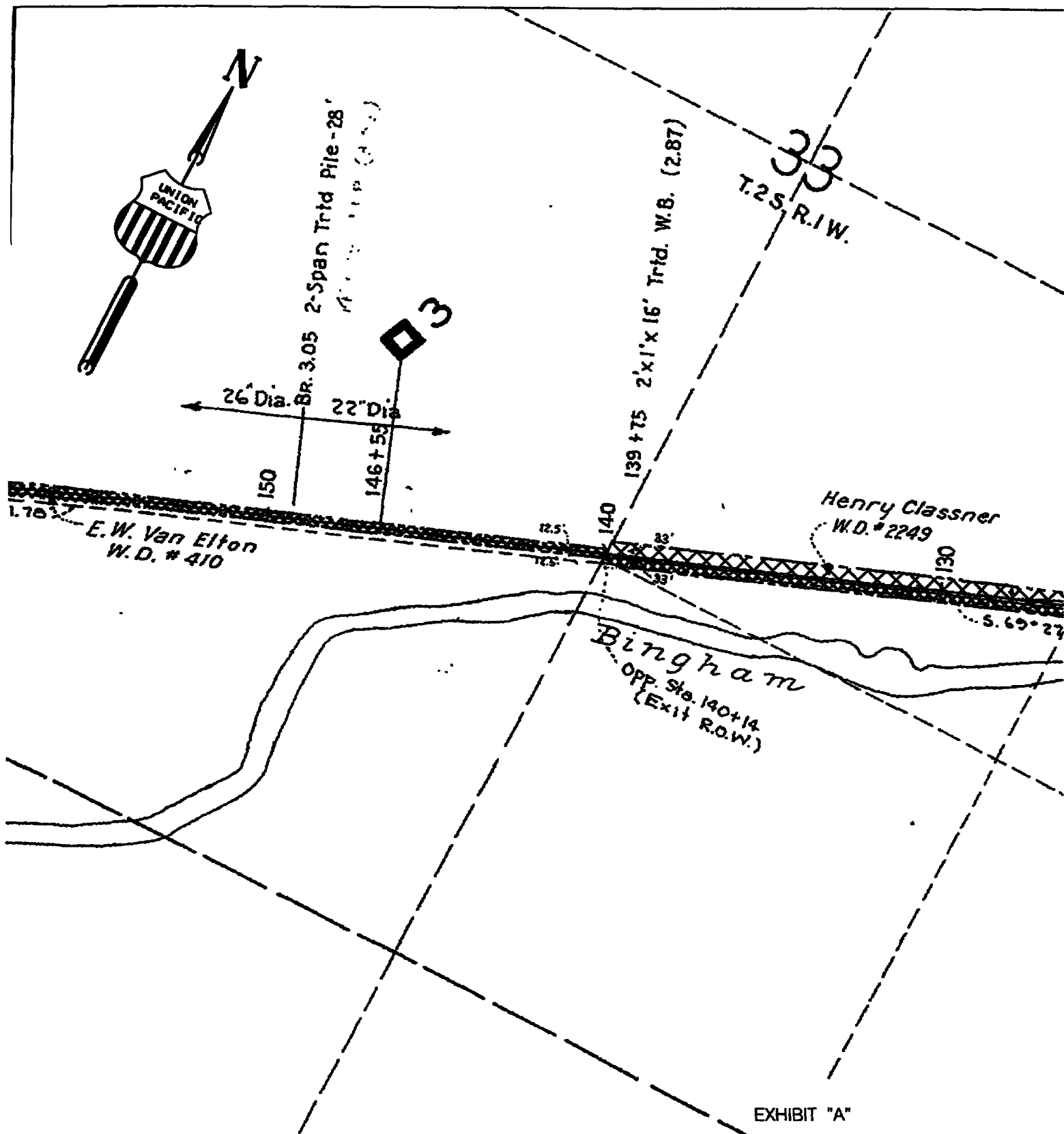
LEGEND

U.P.R.R. RIGHT OF WAY	---
UTA ROW SHOWN	XXXXXX
SALE AREA TO UTA SHOWN	■■■■■

3 of 12

UNION PACIFIC RAILROAD CO.

TO ACCOMPANY AGREEMENT WITH
 UTAH TRANSIT AUTHORITY
 M.P. 0.18 - 6.60+- BINGHAM IND LD
 DRG UT V 7A /1&2
 REAL ESTATE DEPARTMENT OMAHA NE.



6 of 12

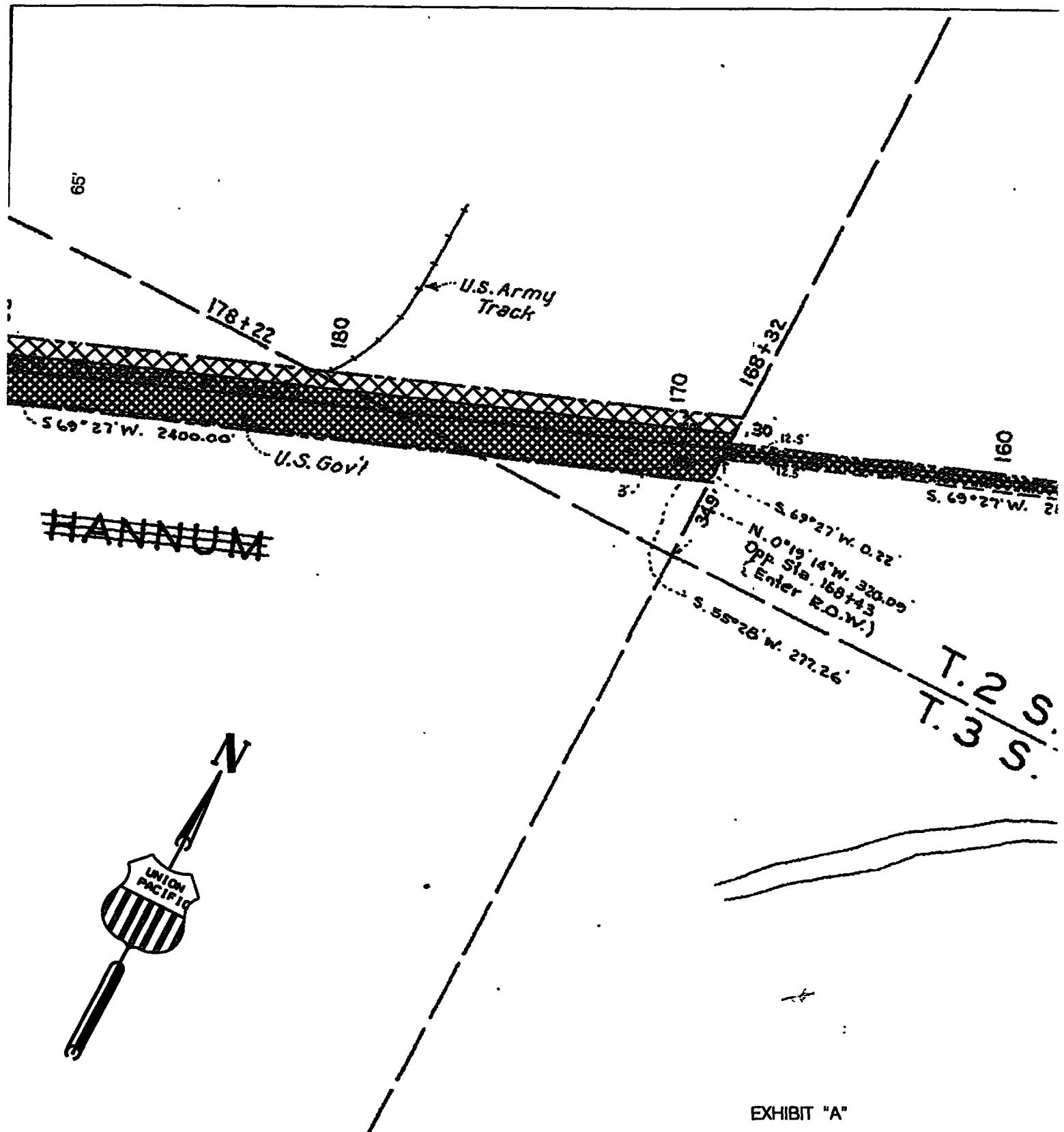
UNION PACIFIC RAILROAD CO.

TO ACCOMPANY AGREEMENT WITH
UTAH TRANSIT AUTHORITY

M.P. 0.18 - 6.60+- BINGHAM IND LD

DRG UT V 7A /1&2

REAL ESTATE DEPARTMENT OMAHA NE.



NOT TO SCALE

LEGEND

U.P.R.R. RIGHT OF WAY



UTA ROW SHOWN



SALE AREA TO UTA SHOWN



7 of 12

UNION PACIFIC RAILROAD CO.

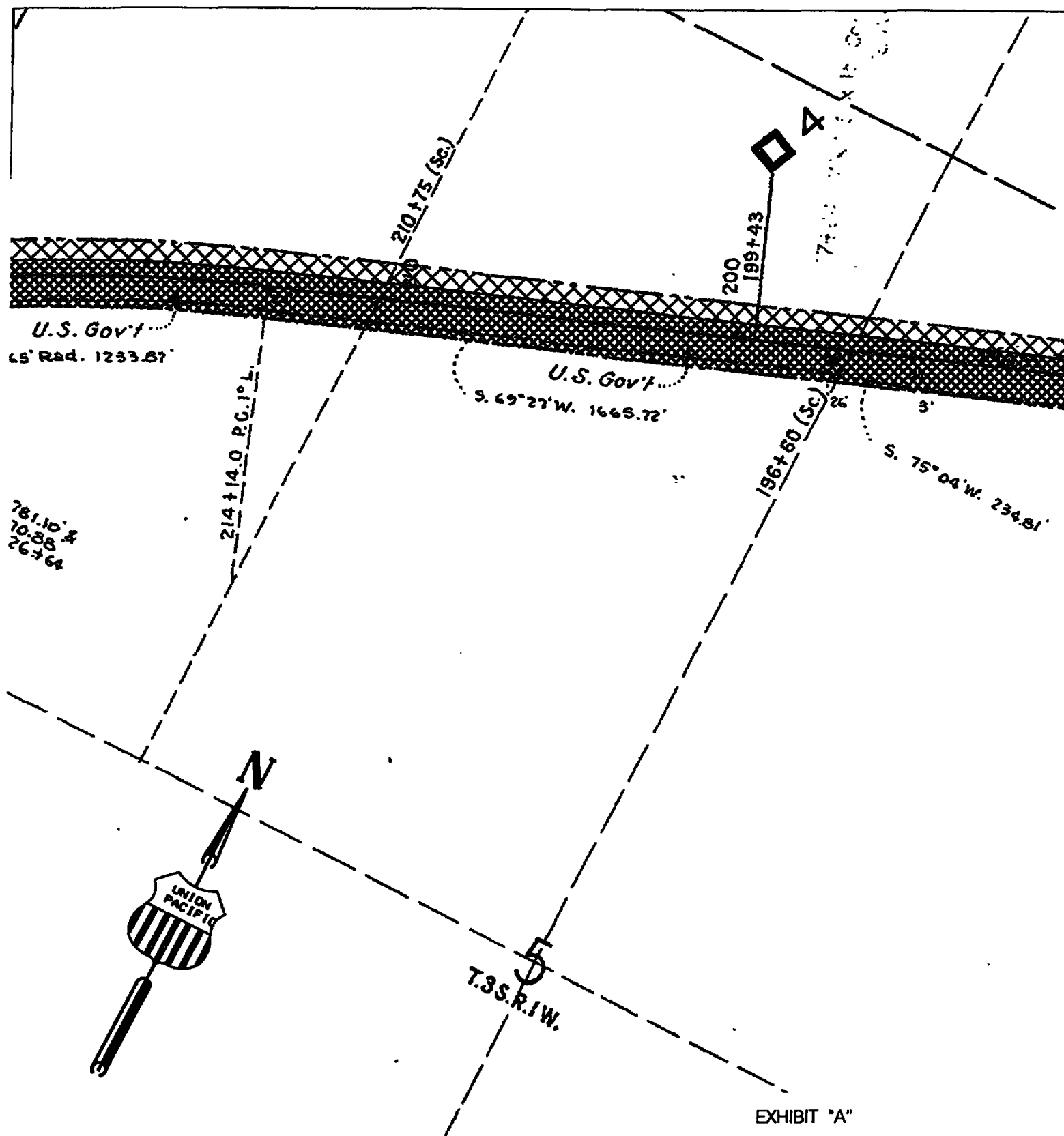
TO ACCOMPANY AGREEMENT WITH
UTAH TRANSIT AUTHORITY

M.P. 0.18 - 6.60+- BINGHAM IND LD

DRG UT V 7A /1&2

REAL ESTATE DEPARTMENT OMAHA NE.

FILE #0054 07 DATE: 0 7 2000 T.O.A.



NOT TO SCALE

LEGEND

U.P.R.R. RIGHT OF WAY



UTA ROW SHOWN



SALE AREA TO UTA SHOWN



8 of 12

UNION PACIFIC RAILROAD CO.

TO ACCOMPANY AGREEMENT WITH
UTAH TRANSIT AUTHORITY

M.P. 0.18 - 6.60+- BINGHAM IND LD

DRG UT V 7A /1&2

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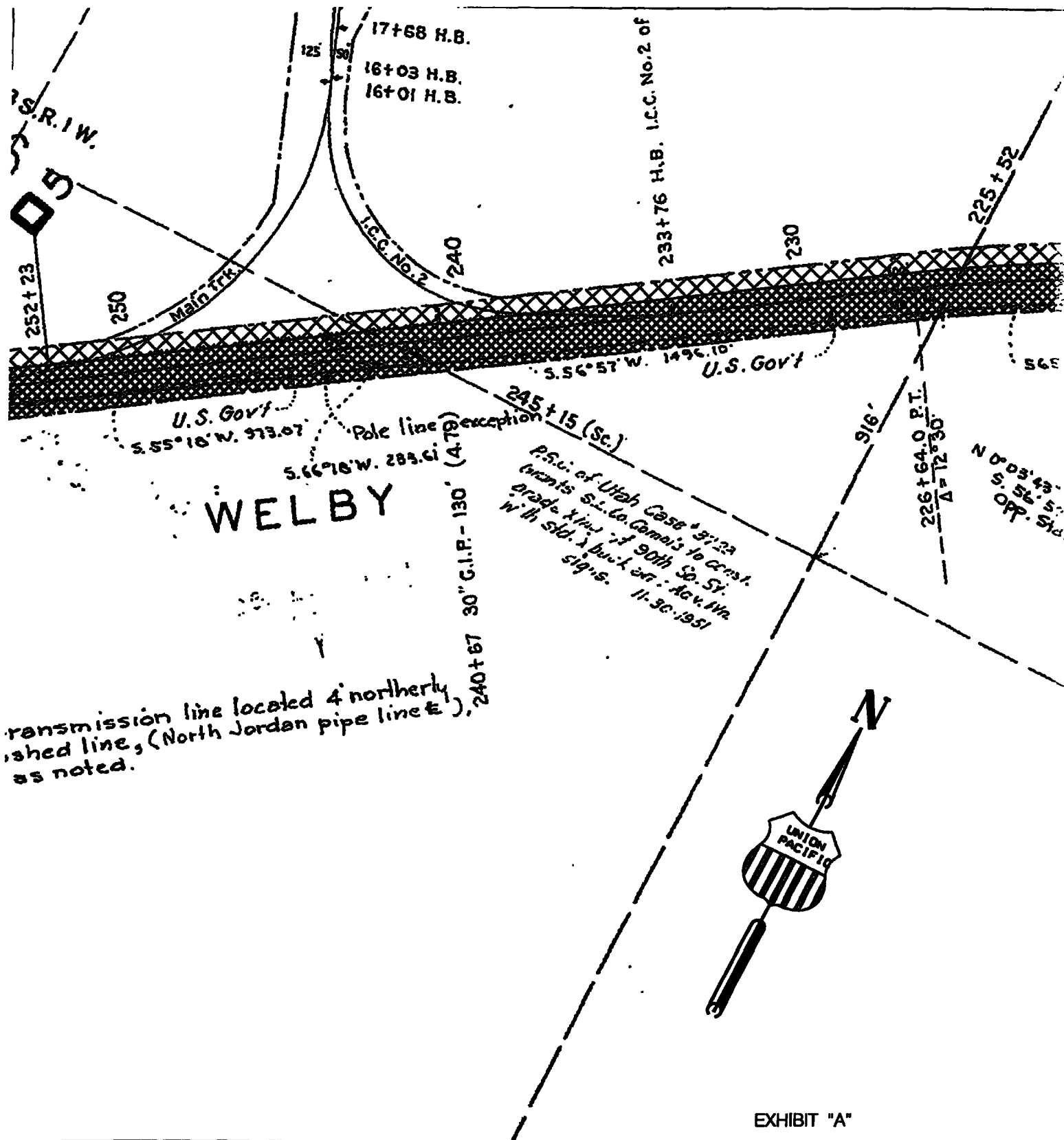


EXHIBIT "A"

NOT TO SCALE

LEGEND

U.P.R.R. RIGHT OF WAY



UTA ROW SHOWN



SALE AREA TO UTA SHOWN



9 of 12

UNION PACIFIC RAILROAD CO.

TO ACCOMPANY AGREEMENT WITH

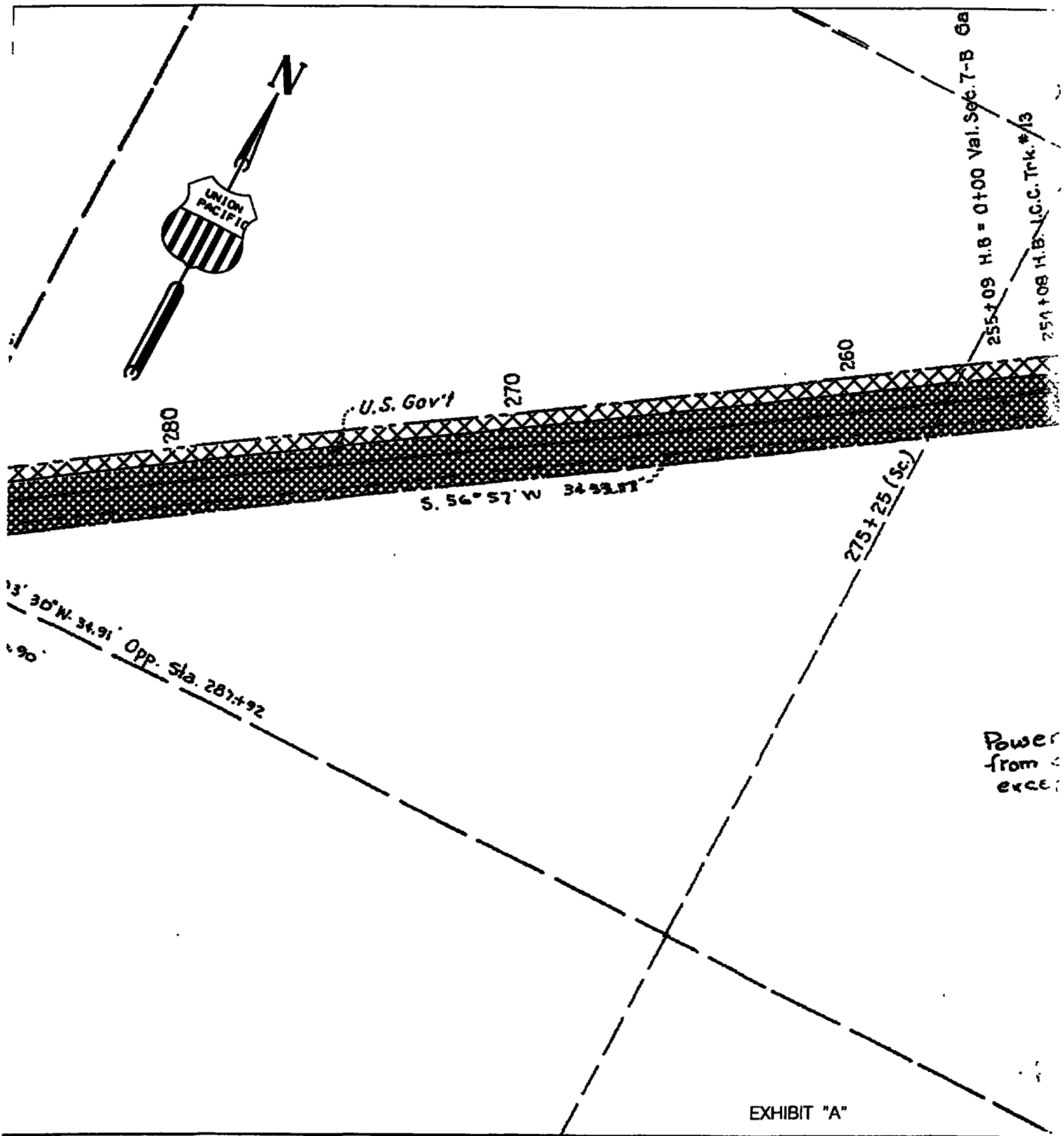
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REAL ESTATE DEPARTMENT OMAHA NE.

FILE #2354-97 DATE 07-2008 TDA



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LEGEND

U.P.R.R. RIGHT OF WAY



UTA ROW SHOWN



SALE AREA TO UTA SHOWN



10 of 12

UNION PACIFIC RAILROAD CO.

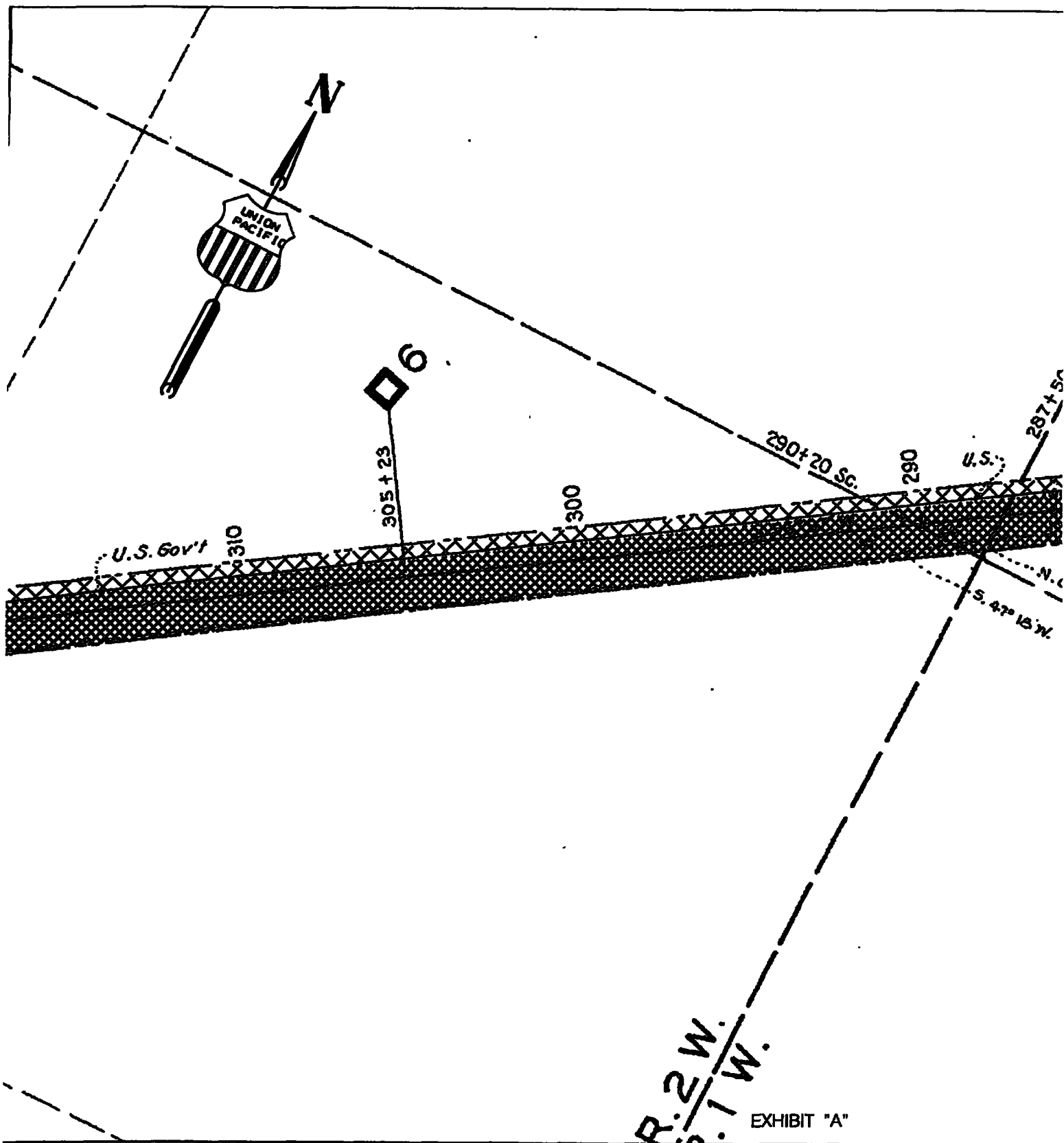
TO ACCOMPANY AGREEMENT WITH

UTAH TRANSIT AUTHORITY

M.P. 0.18 - 6.60+- BINGHAN IND LD

DRG UT V 7A / 1&2

REAL ESTATE DEPARTMENT OMAHA NE.



NOT TO SCALE

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U.P.R.R. RIGHT OF WAY



UTA ROW SHOWN



SALE AREA TO UTA SHOWN



11 of 12

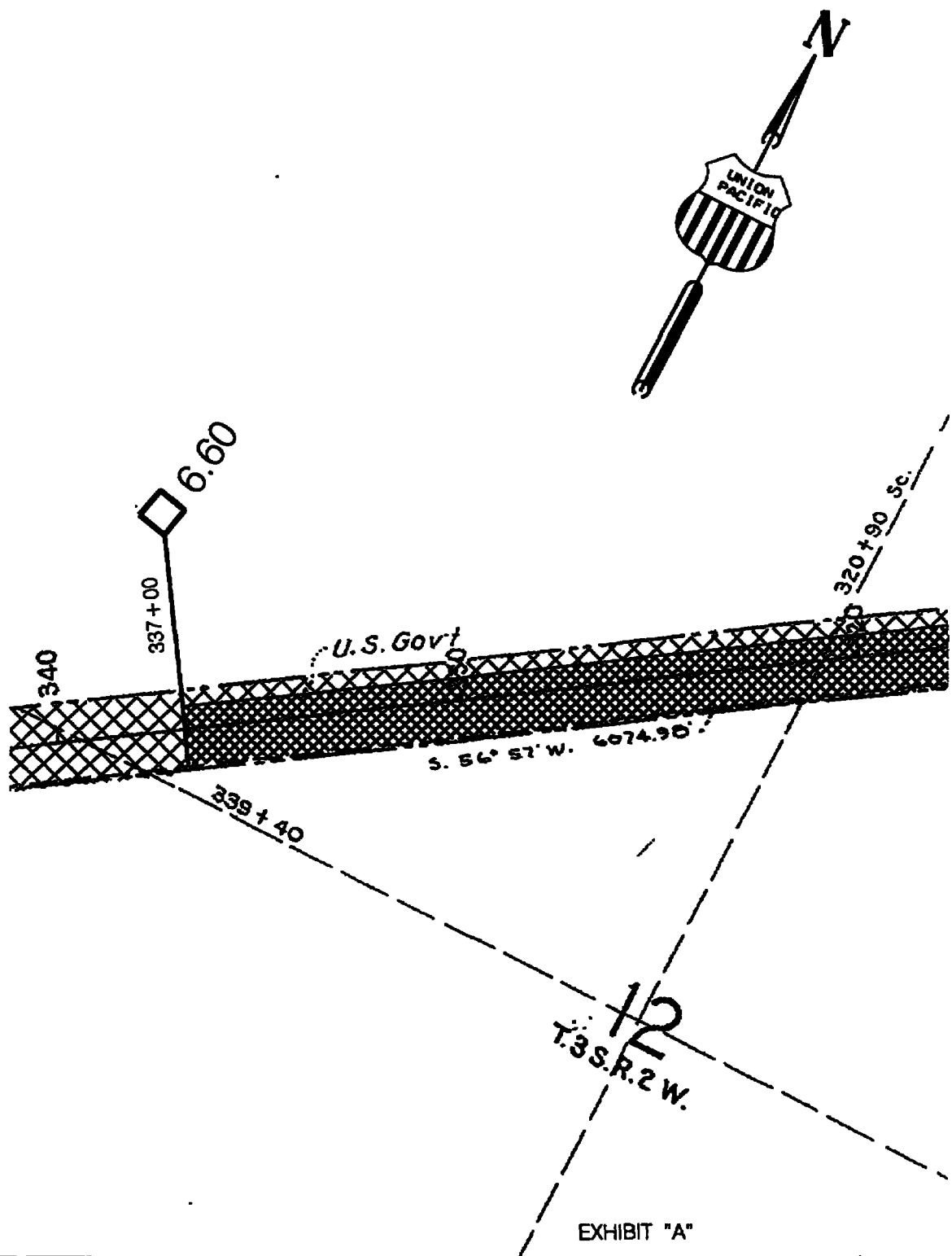
UNION PACIFIC RAILROAD CO.

TO ACCOMPANY AGREEMENT WITH
UTAH TRANSIT AUTHORITY

M.P. 0.18 - 6.60+- BINGHAM IND LD

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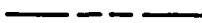
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NOT TO SCALE

LEGEND

U.P.R.R. RIGHT OF WAY



UTA ROW SHOWN



SALE AREA TO UTA SHOWN



12 of 12

UNION PACIFIC RAILROAD CO.

TO ACCOMPANY AGREEMENT WITH

UTAH TRANSIT AUTHORITY

M.P. 0.18 - 6.60+- BINGHAN IND LD

DRG UT V 7A /1&2

REAL ESTATE DEPARTMENT OMAHA NE.

EXHIBIT "A-3"

LEGAL DESCRIPTION OF ADDITIONAL BINGHAM BRANCH PROPERTY

Union Pacific Railroad Company

Salt Lake County, Utah

Exhibit "A-3"

That portion of the Bingham Industrial Lead of the Union Pacific Railroad Company (formerly the Denver & Rio Grand Railroad Company), that lies westerly of a line drawn at right angles to the center line of the main line track of said Bingham Industrial Lead at a point on said center line of the main line track that is distant Five Hundred Thirty Four and Eighty Nine Hundredths (534.89) feet and bears North Sixty Nine Degrees Fifty Eight Minutes Nineteen Seconds (69° 58'19") East from the West Quarter Corner (W1/4C) of Section Twenty Five (25) Township Two South (T2S) Range One West (R1W) Salt Lake Base and Meridian, to a line drawn at right angles to said center line of the main line track at railroad subdivision mile post 6 60, said Bingham Industrial Lead being situate in over and across the following legal subdivisions of Salt Lake County, Utah.

Subdivision	Section	Township	Range	Meridian
S 1/2 NW1/4	25	2S	1W	Salt Lake
S 1/2 NE1/4	26	2S	1W	Salt Lake
NW 1/4 SE1/4	26	2S	1W	Salt Lake
E 1/2 SW1/4	26	2S	1W	Salt Lake
N 1/2 NW1/4	35	2S	1W	Salt Lake
NE 1/4	34	2S	1W	Salt Lake
S1/2 NW 1/4	34	2S	1W	Salt Lake
NW 1/4 SW1/4	34	2S	1W	Salt Lake
SE 1/4	33	2S	1W	Salt Lake
SW 1/4	33	2S	1W	Salt Lake
SE 1/4 SE1/4	32	2S	1W	Salt Lake
N 1/2 NE1/4	5	3S	1W	Salt Lake
NW1/4	5	3S	1W	Salt Lake
S 1/2 NE1/4	6	3S	1W	Salt Lake
N1/2 SE1/4	6	3S	1W	Salt Lake
SW1/4	6	3S	1W	Salt Lake
SE1/4 SE1/4	1	3S	2W	Salt Lake
NE1/4	12	3S	2W	Salt Lake
S1/2 NW1/4	12	3S	2W	Salt Lake

Basis of Bearing being South Zero Degrees 5 Minutes Twenty Six Seconds (00°05'26") West 2712.08 feet from said West Quarter Corner (W1/4C) to the Southwest Corner of said Section Twenty Five (25).

Union Pacific Railroad Co.
Real Estate Department
Omaha, NE.
September 18 2006 T.D.A.

EXHIBIT "A-4"

LEGAL DESCRIPTION OF DALTON SPUR

Union Pacific Railroad Company

Salt Lake County, Utah

Exhibit "A-4"

All that portion of the Union Pacific Railroad Company (formerly the Denver & Rio Grand Railroad Company) Two hundred feet wide right of way extending southwesterly from the southerly right of way line of the now relocated Bingham Industrial Lead of said Union Pacific Railroad Company through the northwest quarter (NW 1/4) Section Fourteen (14), the south half of the northeast quarter (S1/2 NE1/4) of Section Fifteen (15), and the southeast quarter of the northwest quarter (SE1/4 NW1/4) of Section Fifteen (15), Township 3 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah.

Union Pacific Railroad Co.
Real Estate Department
Omaha, NE.

February 20 2007 T.D.A.
DALTON SPUR

EXHIBIT "B"

**PRINT OF OTHER LINES
ATTACHED**

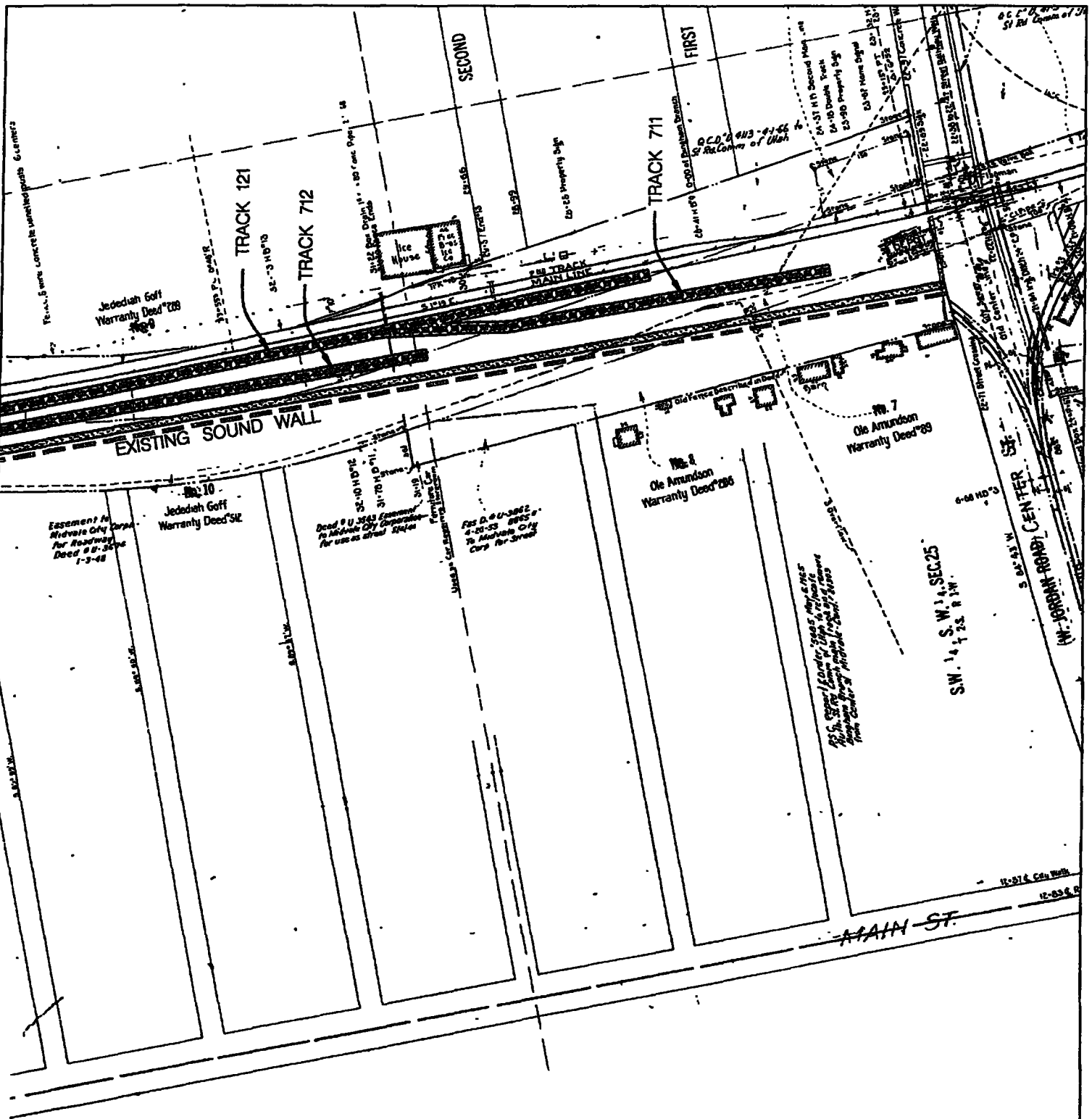


EXHIBIT "B"

NOT TO SCALE

LEGEND

U.P.R.R. RIGHT OF WAY	---
EASEMENT AREA SHOWN	▨
EASEMENT TRACK SHOWN	----
NON EXCLUSIVE ROADWAY	▨

SHEET 1 of 16

UNION PACIFIC RAILROAD CO.

TO ACCOMPANY AGREEMENT WITH
SAVAGE, BINGHAM AND GARFIELD
MIDVALE JUNCTION

DRG UT V 4A /1

REAL ESTATE DEPARTMENT OMAHA NE.
FILE #2408-29 DATE: 2-20-2007 T.D.A.

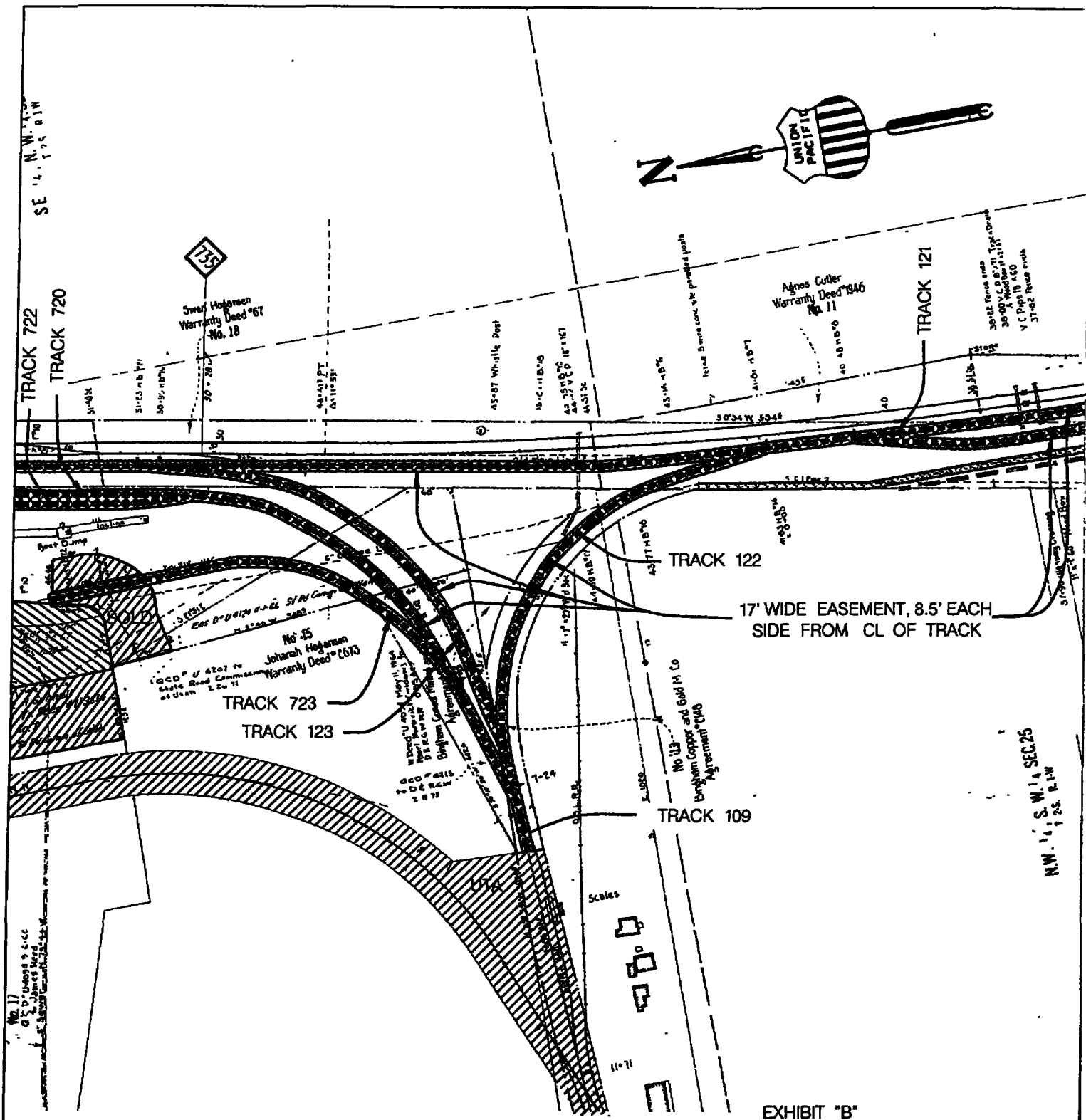


EXHIBIT "B"

NOT TO SCALE

LEGEND

U.P.R.R. RIGHT OF WAY	---
EASEMENT AREA SHOWN	
EASEMENT TRACK SHOWN	----
NON EXCLUSIVE ROADWAY	

SHEET 2 of 16

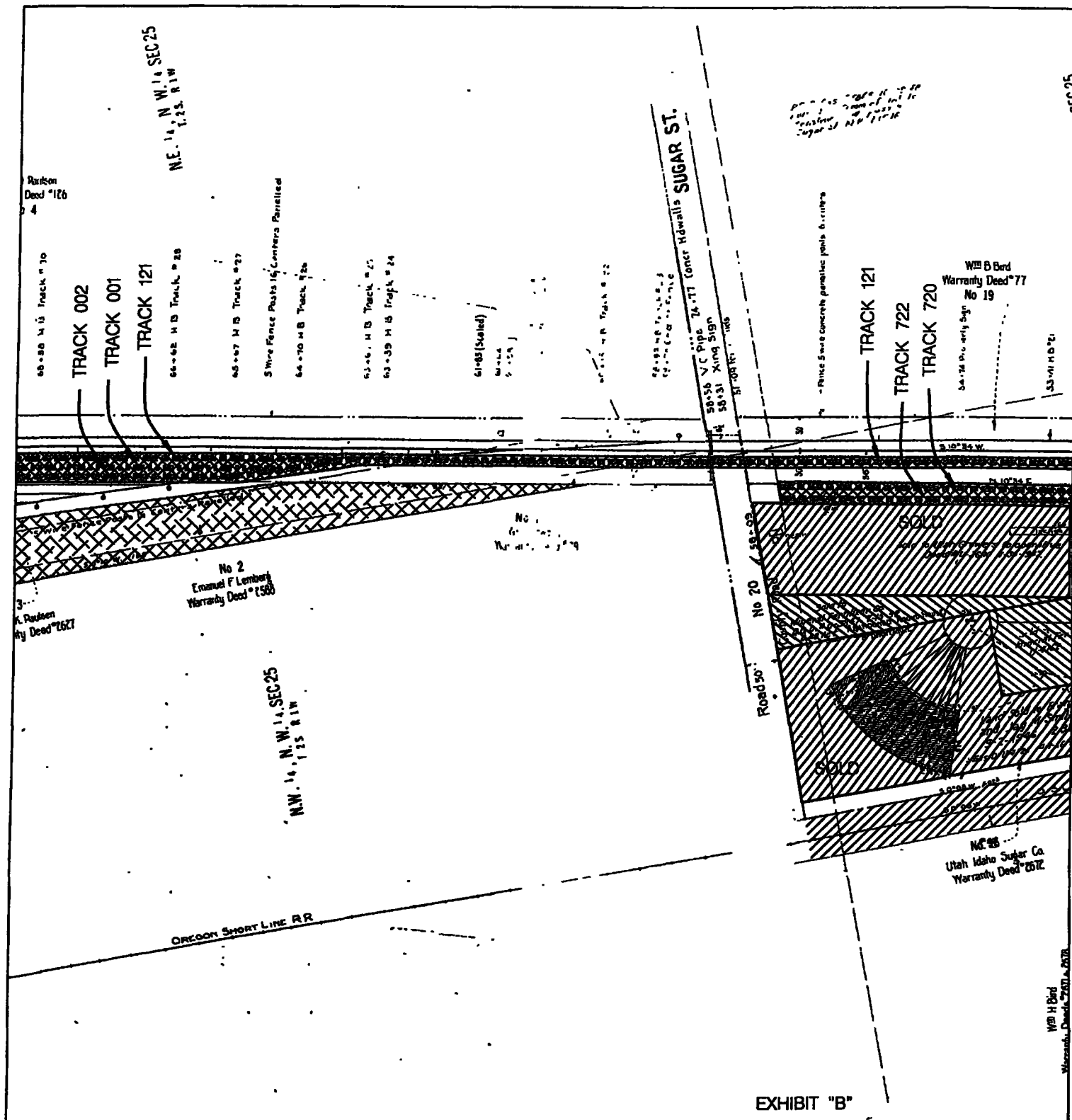
UNION PACIFIC RAILROAD CO.

TO ACCOMPANY AGREEMENT WITH
SAVAGE, BINGHAM AND GARFIELD

MIDVALE JUNCTION

DRG UT V 4A /1

REAL ESTATE DEPARTMENT OMAHA NE.
FILE #2408-29 DATE: 2-20-2007 T.D.A.



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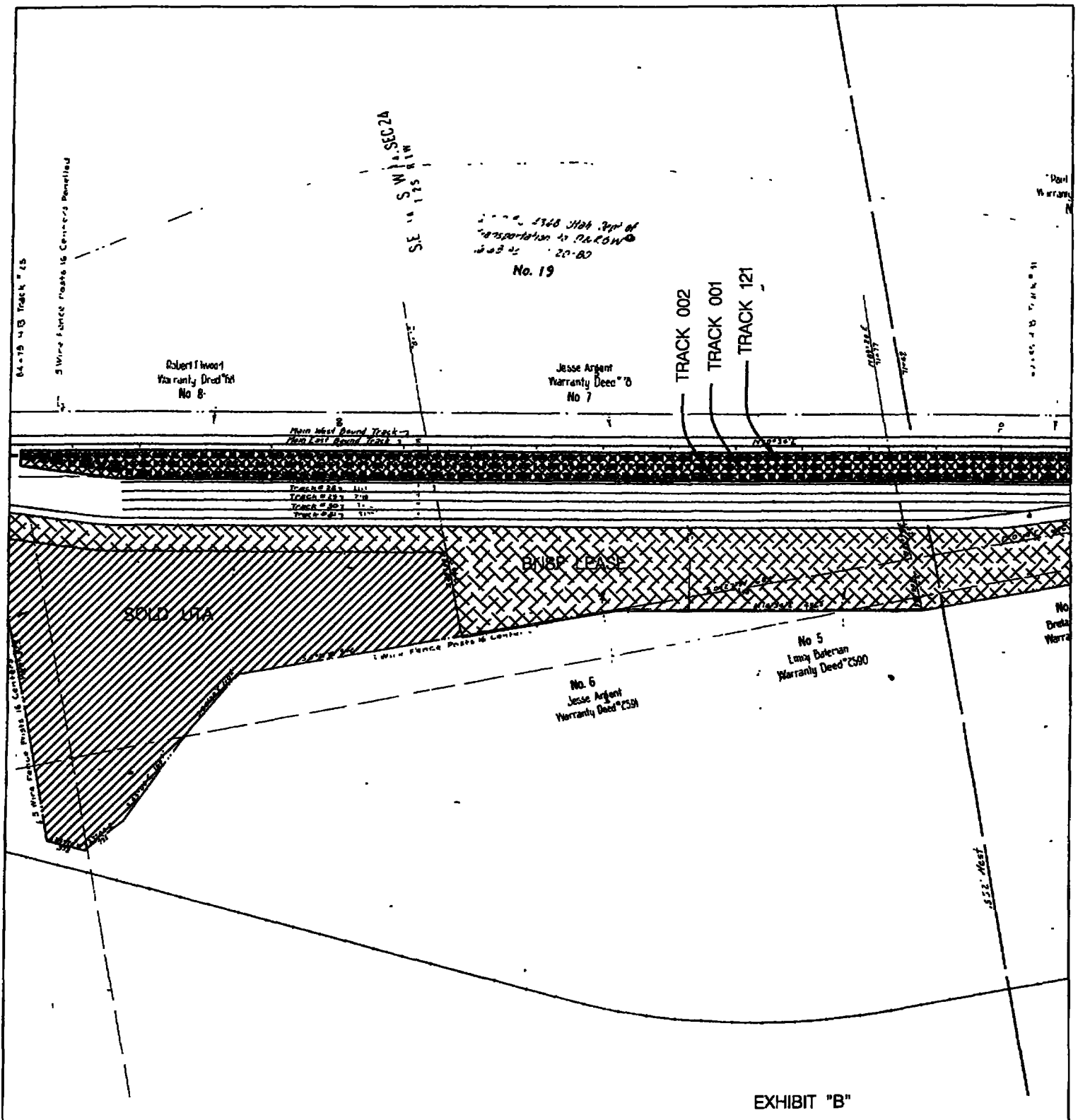
LEGEND

U.P.R.R. RIGHT OF WAY	---
EASEMENT AREA SHOWN	XXXXXX
EASEMENT TRACK SHOWN	----
NON EXCLUSIVE ROADWAY	XXXXXX

SHEET 3 of 16 UNION PACIFIC RAILROAD CO.



TO ACCOMPANY AGREEMENT WITH
SAVAGE, BINGHAM & GARFIELD
MIDVALE JUNCTION
DRG UT V 4A /1

REAL ESTATE DEPARTMENT OMAHA NE.
FILE #2408-29 DATE: 2-20-2007 T.D.A.



NOT TO SCALE

LEGEND

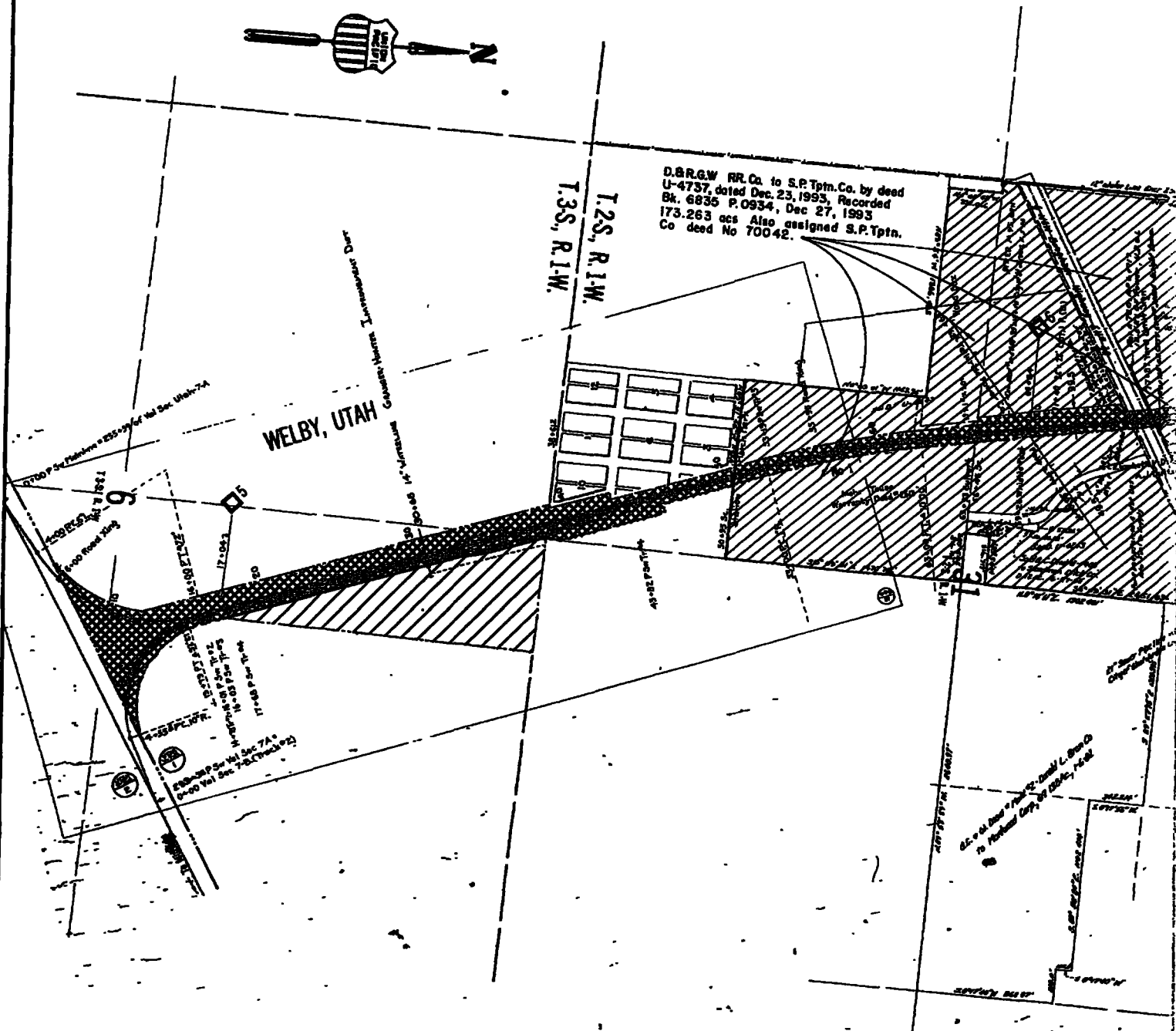
U.P.R.R. RIGHT OF WAY	-----
EASEMENT AREA SHOWN	
EASEMENT TRACK SHOWN	-----
NON EXCLUSIVE ROADWAY	

SHEET 4 of 16

UNION PACIFIC RAILROAD CO.

TO ACCOMPANY AGREEMENT WITH
SAVAGE, BINGHAM & GARFIELD
MIDVALE JUNCTION
DRG UT V 4A /1

REAL ESTATE DEPARTMENT OMAHA NE.
FILE #2408-29 DATE: 2-20-2007 T.D.A.



D.B.R.G.W. RR Co. to S.P.Tpn. Co. by deed
U-4737, dated Dec. 23, 1993, Recorded
Bk. 6835 P. 0934, Dec. 27, 1993
173.263 acs Also assigned S.P.Tpn.
Co deed No 70042.

WELBY, UTAH

T.2S, R.1W.
T.3S, R.1W.

EXHIBIT "B"

NOT TO SCALE

LEGEND

U.P.R.R. RIGHT OF WAY



EASEMENT AREA SHOWN



EASEMENT TRACK SHOWN



PAGE 5 of 16

UNION PACIFIC RAILROAD CO.

TO ACCOMPANY AGREEMENT WITH
SAVAGE, BINGHAM & GARFIELD
WELBY TO MAGNA, SALT LAKE COUNTY, UT.
M.P. 4.66 - 17.10+- GARFIELD IND LD
DRG UT V 7B / 1-4

REAL ESTATE DEPARTMENT OMAHA NE.
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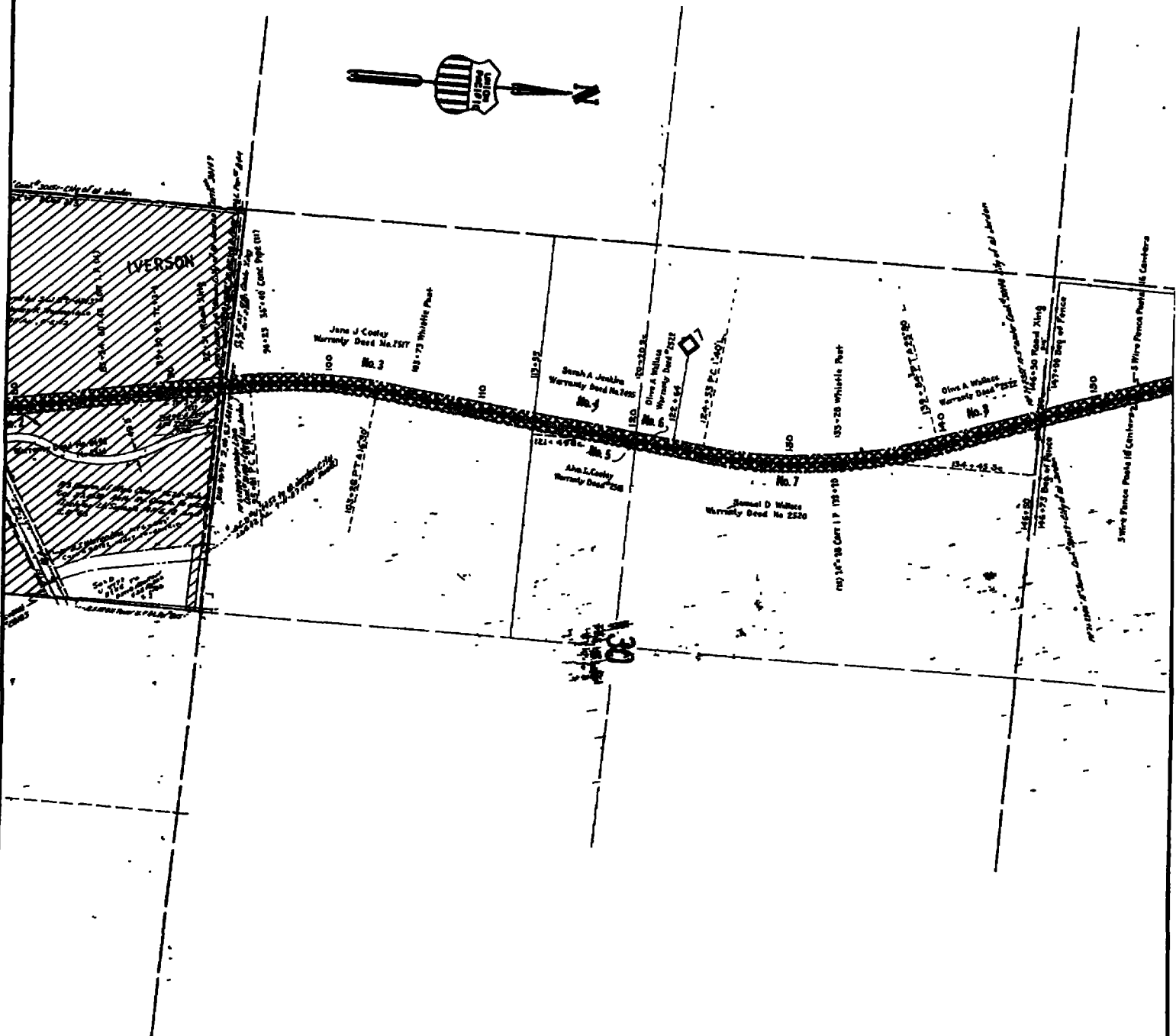


EXHIBIT "B"

NOT TO SCALE

LEGEND

U.P.R.R. RIGHT OF WAY



EASEMENT AREA SHOWN



EASEMENT TRACK SHOWN

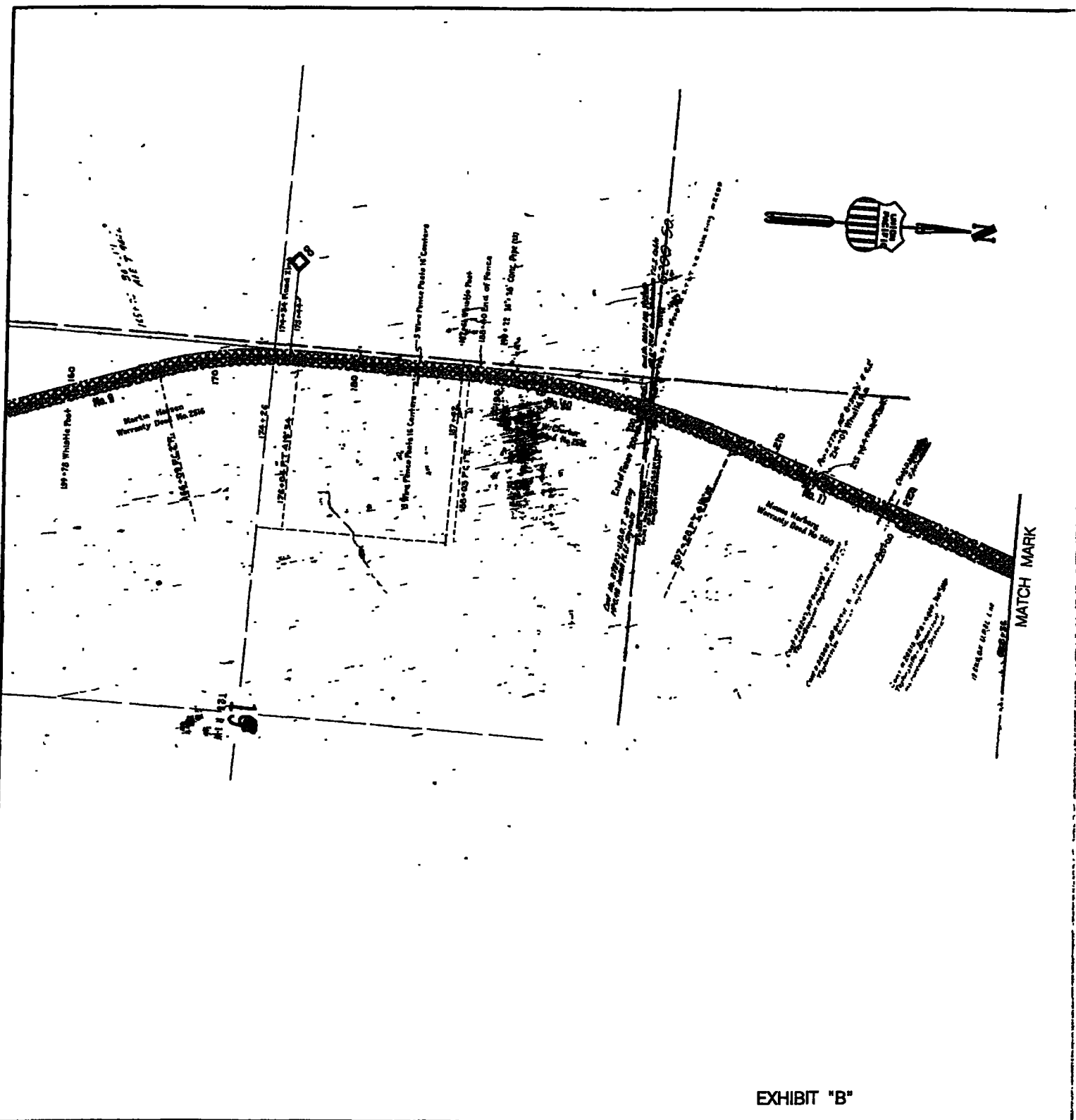


PAGE 6 of 16

UNION PACIFIC RAILROAD CO.

TO ACCOMPANY AGREEMENT WITH
SAVAGE, BINGHAM & GARFIELD
WELBY TO MAGNA, SALT LAKE COUNTY, UT.
M.P. 4.66 - 17.10+- GARFIELD IND LD
DRG UT V 7B / 1-4

REAL ESTATE DEPARTMENT OMAHA NE.
FILE #2408-29 DATE: 2-20-2007 T.D.A.



NOT TO SCALE

LEGEND

U.P.R.R. RIGHT OF WAY



EASEMENT AREA SHOWN



EASEMENT TRACK SHOWN



PAGE 7 of 16

UNION PACIFIC RAILROAD CO.

TO ACCOMPANY AGREEMENT WITH
SAVAGE, BINGHAM & GARFIELD
WELBY TO MAGNA, SALT LAKE COUNTY, UT.

M.P. 4.66 - 17.10+- GARFIELD IND LD
DRG UT V 7B / 1-4

REAL ESTATE DEPARTMENT OMAHA NE.
FILE #2408-29 DATE: 2-20-2007 T.D.A.



EXHIBIT "B"

NOT TO SCALE

LEGEND

U.P.R.R. RIGHT OF WAY



EASEMENT AREA SHOWN



EASEMENT TRACK SHOWN



PAGE 8 of 16

UNION PACIFIC RAILROAD CO.

TO ACCOMPANY AGREEMENT WITH
SAVAGE, BINGHAM & GARFIELD
WELBY TO MAGNA, SALT LAKE COUNTY, UT.
M.P. 4.66 - 17.10+- GARFIELD IND LD
DRG UT V 7B / 1-4

REAL ESTATE DEPARTMENT OMAHA NE.
FILE #2408-29 DATE: 2-20-2007 T.D.A.

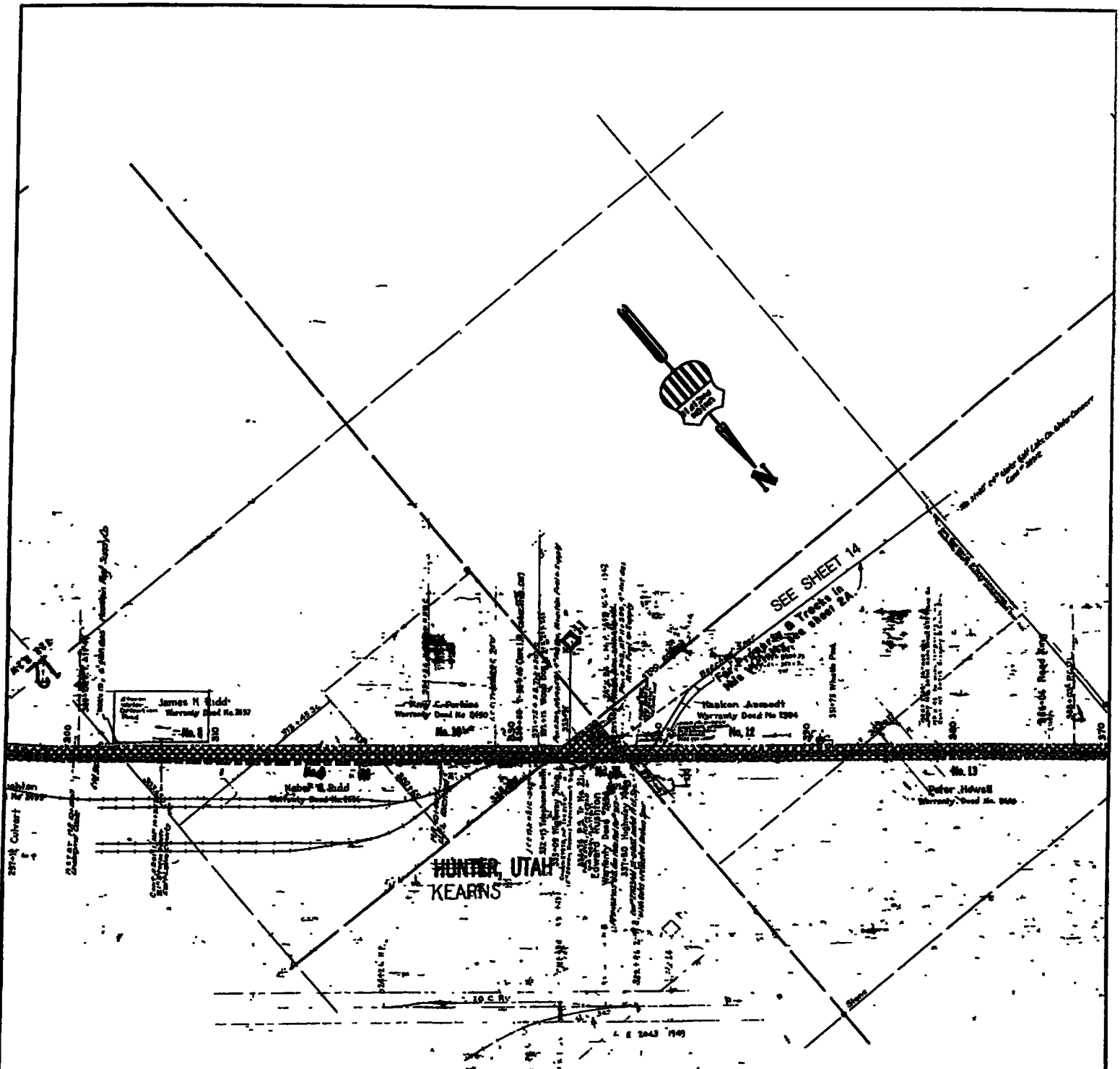


EXHIBIT "B"

NOT TO SCALE

LEGEND

U.P.R.R. RIGHT OF WAY



EASEMENT AREA SHOWN



EASEMENT TRACK SHOWN



PAGE 9 of 16

UNION PACIFIC RAILROAD CO.

TO ACCOMPANY AGREEMENT WITH

SAVAGE, BINGHAM & GARFIELD

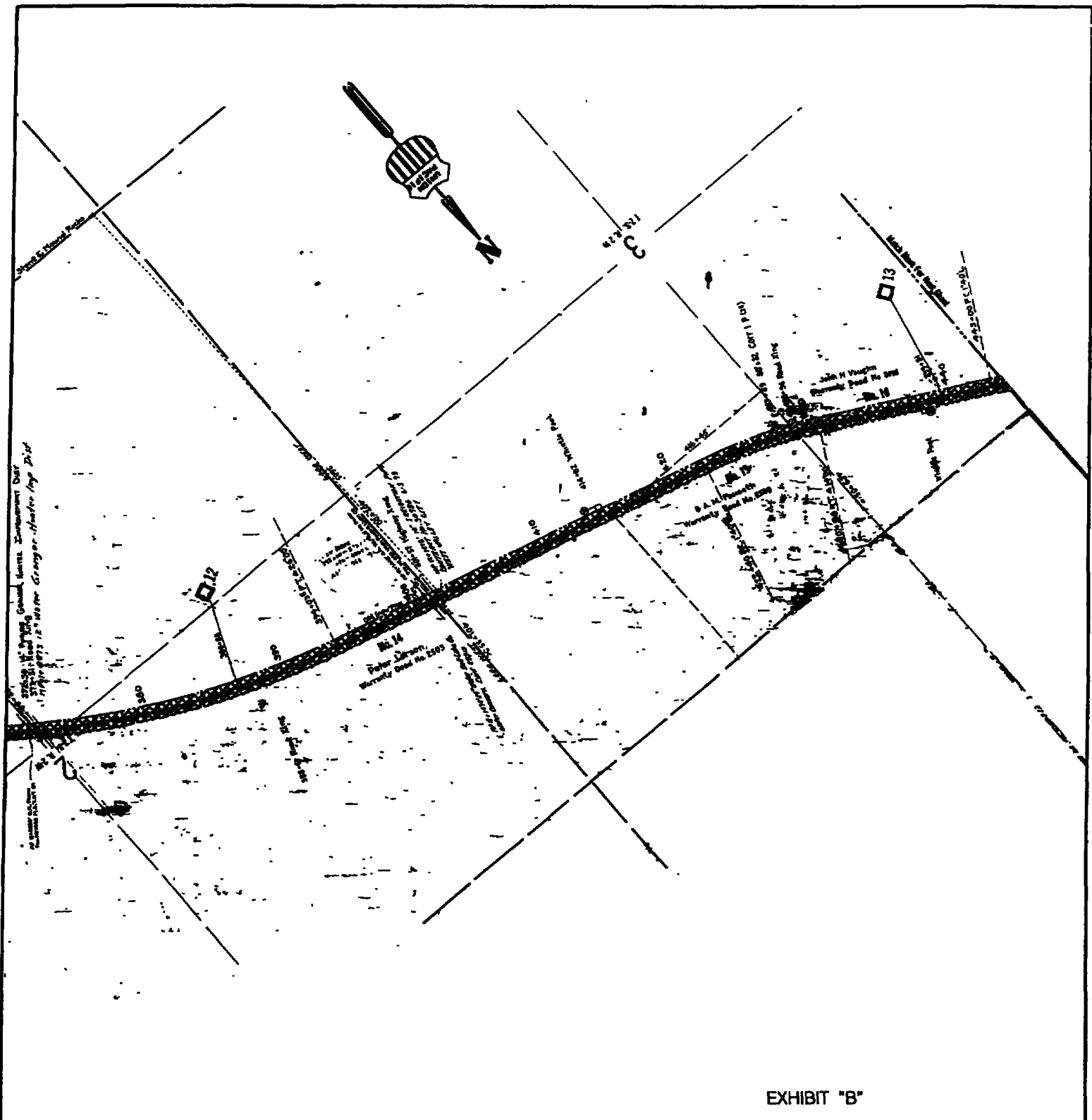
WELBY TO MAGNA, SALT LAKE COUNTY, UT.

M.P. 4.66 - 17.10+- GARFIELD IND LD

DRG UT V 7B / 1-4

REAL ESTATE DEPARTMENT OMAHA NE.

FILE #2408-29 DATE: 2-20-2007 T.D.A.



PAGE 10 of 16

UNION PACIFIC RAILROAD CO.

TO ACCOMPANY AGREEMENT WITH
SAVAGE, BINGHAM & GARFIELD
WELBY TO MAGNA, SALT LAKE COUNTY, UT.
M.P. 4.66 - 17.10+- GARFIELD IND LD
DRG UT V 7B / 1-4

REAL ESTATE DEPARTMENT OMAHA NE.
FILE #2408-29 DATE: 2-20-2007 T.D.A.

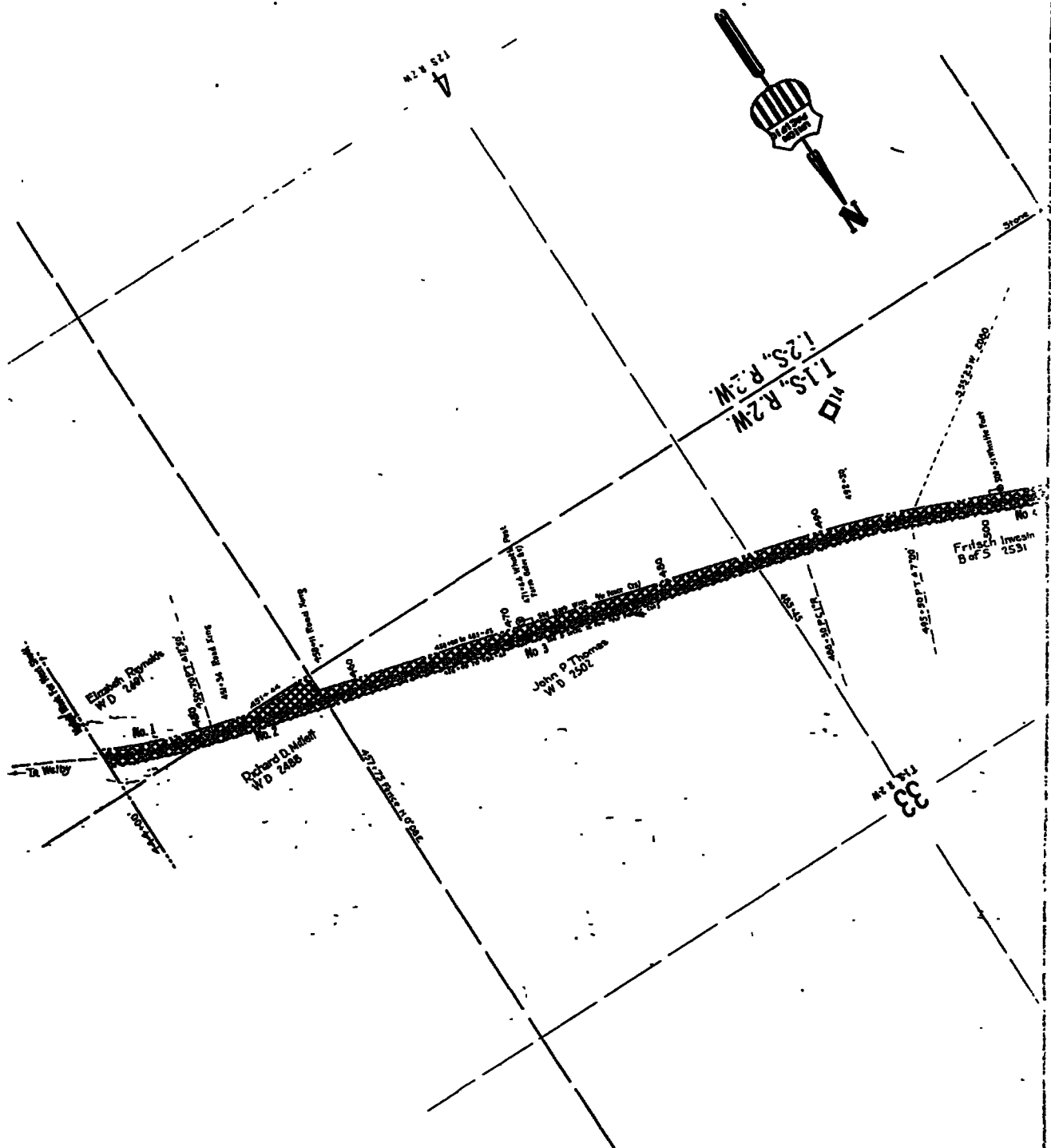


EXHIBIT "B"

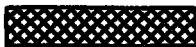
NOT TO SCALE

LEGEND

U.P.R.R. RIGHT OF WAY



EASEMENT AREA SHOWN



EASEMENT TRACK SHOWN



PAGE 11 of 16

UNION PACIFIC RAILROAD CO.

TO ACCOMPANY AGREEMENT WITH
SAVAGE, BINGHAM & GARFIELD

WELBY TO MAGNA, SALT LAKE COUNTY, UT.

M.P. 4.66 - 17.10+- GARFIELD IND LD

DRG UT V 7B / 1-4

REAL ESTATE DEPARTMENT OMAHA NE.

FILE #2408-29 DATE: 2-20-2007 T.D.A.

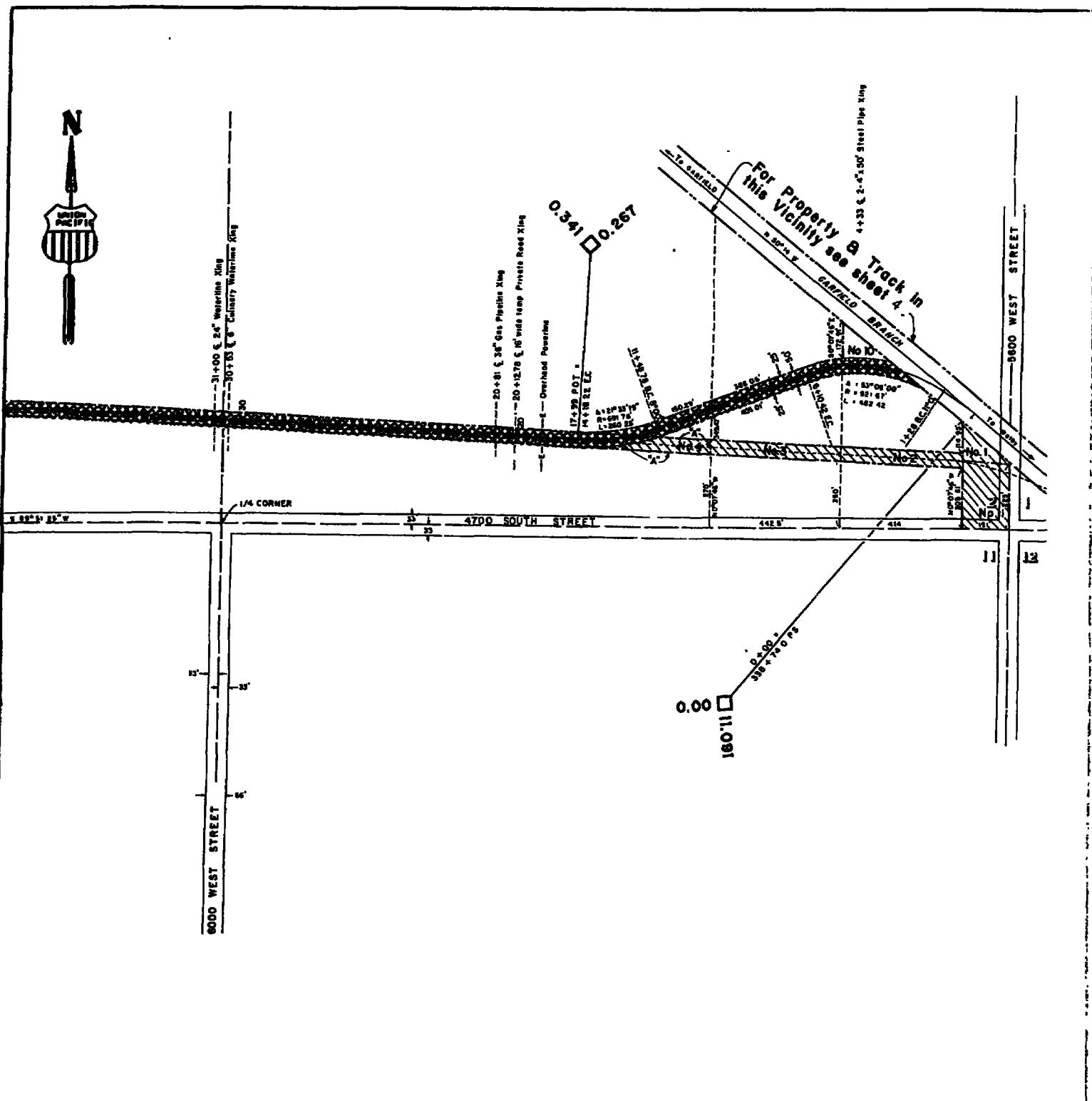


EXHIBIT "B"

NOT TO SCALE:
LEGEND

- U.P.R.R. RIGHT OF WAY
- EASEMENT AREA SHOWN
- EASEMENT TRACK SHOWN

PAGE 14 of 16
UNION PACIFIC RAILROAD CO.
 TO ACCOMPANY AGREEMENT WITH
 SAVAGE, BINGHAM & GARFIELD
 KEARNS, SALT LAKE COUNTY, UT.
 M.P. 0.0 - 2.0+- BACCHUS SPUR
 DRG UT V 7B / 2A
 REAL ESTATE DEPARTMENT OMAHA NE
 FILE #2408-29 DATE: 2-20-2007 T.D.A.

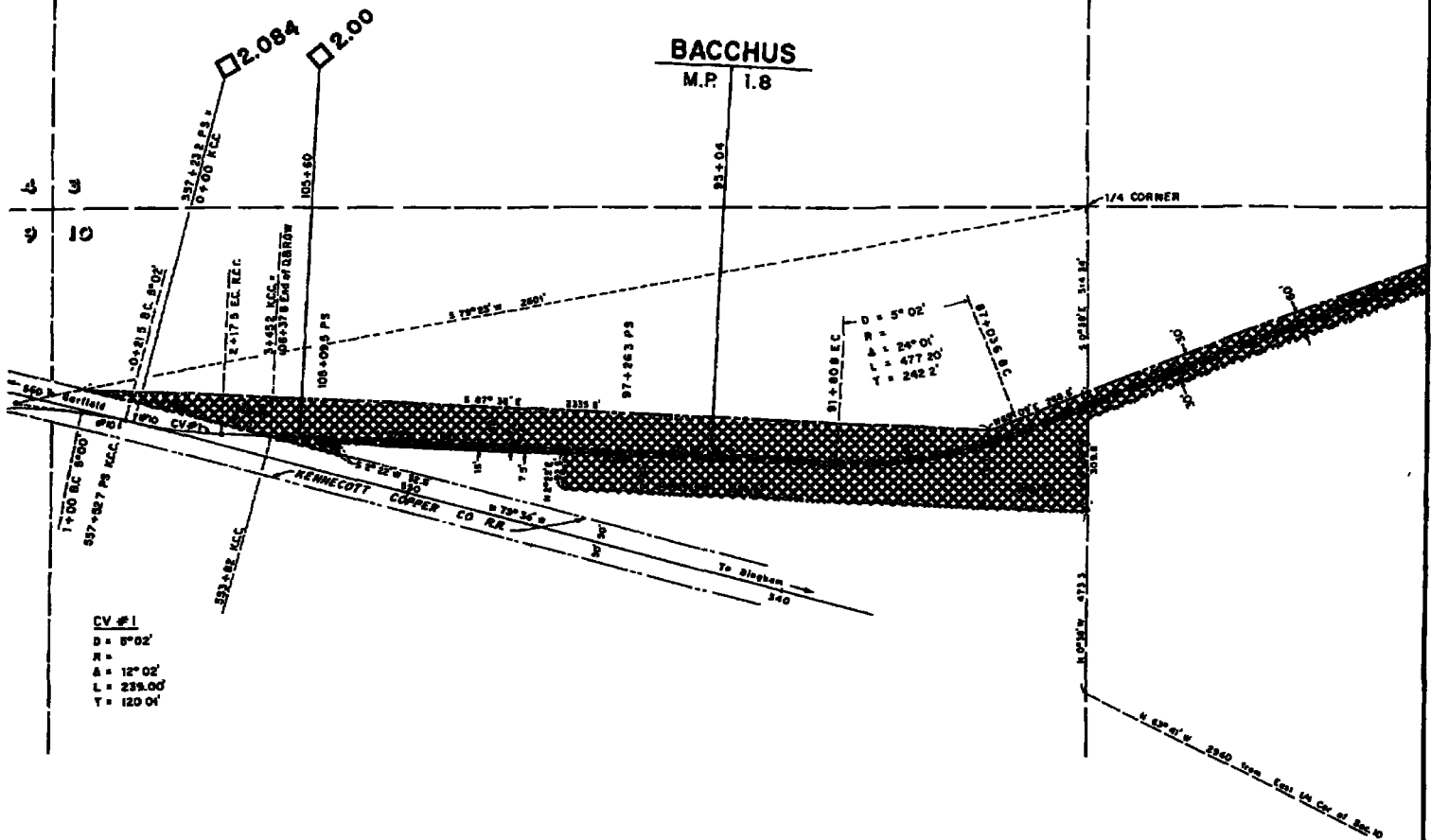


EXHIBIT "B"

NOT TO SCALE:

LEGEND

U.P.R.R. RIGHT OF WAY



EASEMENT AREA SHOWN



EASEMENT TRACK SHOWN



PAGE 16 of 16

UNION PACIFIC RAILROAD CO.

TO ACCOMPANY AGREEMENT WITH
SAVAGE, BINGHAM & GARFIELD
KEARNS, SALT LAKE COUNTY, UT.

M.P. 0.0 - 2.0+- BACCHUS SPUR
DRG UT V 7B / 2A

REAL ESTATE DEPARTMENT OMAHA NE.
FILE #2408-29 DATE: 2-20-2007 T.D.A.

EXHIBIT "C"

BINGHAM BRANCH/DALTON SPUR UTA DEED

**WHEN RECORDED, RETURN TO,
AND MAIL TAX NOTICES TO:**

Bruce Jones
Utah Transit Authority
Office of General Counsel
3600 South 700 West
Salt Lake City, Utah 84119

SPACE ABOVE FOR RECORDER'S USE ONLY

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("**Grantor**"), in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it duly paid, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does REMISE, RELEASE and forever QUITCLAIM unto **UTAH TRANSIT AUTHORITY**, a public transit district organized under Title 17A, Chapter 2, Part 10, Utah Code Annotated 1953, as amended ("**Grantee**"), its successors and assigns, forever, all its right, title, interest, estate, claim and demand, both at law and in equity, of, in and to the real estate in the County of Salt Lake, State of Utah, more particularly described in **Exhibit 1** (the "Additional Bingham Branch Property") and **Exhibit 2** (the "Dalton Spur") attached hereto and hereby made a part hereof (collectively, the "**Property**").

Grantor EXCEPTS from the Additional Bingham Branch Property described in **Exhibit 1** hereby quitclaimed and RESERVES unto itself, its successors and assigns, forever, the following:

(a) a permanent, exclusive easement upon, over, under and across the Additional Bingham Branch Property, for purposes of conducting freight rail operations and otherwise to fulfill Grantor's rights and obligations as a common carrier freight railroad under applicable federal laws and regulations, including the right to use the Additional Bingham Branch Property to provide freight rail service to all customers on or served from the Additional Bingham Branch Property, and to operate, use, construct, reconstruct, maintain, repair, relocate and/or remove existing and/or future railroad, rail and railroad-related equipment, facilities and transportation systems necessary for and related to freight rail operations (the "Freight Easement"); and

(b) all agreements with respect to freight service on the Additional Bingham Branch Property.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging; TO HAVE AND TO HOLD the Property, subject to the aforesaid exceptions and reservations, unto Grantee, its successors and assigns, forever.

Grantor and Grantee intend by this instrument that Grantor quitclaim to Grantee any after-acquired title to the Property which arises in favor of Grantor from and after the date hereof.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed by its duly authorized officers, and its corporate seal to be hereunto affixed the ____ day of March, 2007.

Attest:

**UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation**

Assistant Secretary

(Seal)

By: _____
Title: _____

ACKNOWLEDGEMENT

[illegible]

On _____, 2007, before me, a Notary Public in and for said County and State, personally appeared _____ and _____ who are the _____ and Assistant Secretary, respectively, of Union Pacific Railroad Company, a Delaware corporation, and who are personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to in the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which persons acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(Seal)

EXHIBIT 1 TO EXHIBIT C

LEGAL DESCRIPTION OF ADDITIONAL BINGHAM BRANCH PROPERTY

Union Pacific Railroad Company

Salt Lake County, Utah

Exhibit "1"

That portion of the Bingham Industrial Lead of the Union Pacific Railroad Company (formerly the Denver & Rio Grand Railroad Company), that lies westerly of a line drawn at right angles to the center line of the main line track of said Bingham Industrial Lead at a point on said center line of the main line track that is distant Five Hundred Thirty Four and Eighty Nine Hundredths (534.89) feet and bears North Sixty Nine Degrees Fifty Eight Minutes Nineteen Seconds (69° 58'19") East from the West Quarter Corner (W1/4C) of Section Twenty Five (25) Township Two South (T2S) Range One West (R1W) Salt Lake Base and Meridian, to a line drawn at right angles to said center line of the main line track at railroad subdivision mile post 6.60, said Bingham Industrial Lead being situate in over and across the following legal subdivisions of Salt Lake County, Utah

Subdivision	Section	Township	Range	Meridian
S 1/2 NW1/4	25	2S	1W	Salt Lake
S 1/2 NE1/4	26	2S	1W	Salt Lake
NW 1/4 SE1/4	26	2S	1W	Salt Lake
E 1/2 SW1/4	26	2S	1W	Salt Lake
N 1/2 NW1/4	35	2S	1W	Salt Lake
NE 1/4	34	2S	1W	Salt Lake
S1/2 NW 1/4	34	2S	1W	Salt Lake
NW 1/4 SW1/4	34	2S	1W	Salt Lake
SE 1/4	33	2S	1W	Salt Lake
SW 1/4	33	2S	1W	Salt Lake
SE 1/4 SE1/4	32	2S	1W	Salt Lake
N 1/2 NE1/4	5	3S	1W	Salt Lake
NW1/4	5	3S	1W	Salt Lake
S 1/2 NE1/4	6	3S	1W	Salt Lake
N1/2 SE1/4	6	3S	1W	Salt Lake
SW1/4	6	3S	1W	Salt Lake
SE1/4 SE1/4	1	3S	2W	Salt Lake
NE1/4	12	3S	2W	Salt Lake
S1/2 NW1/4	12	3S	2W	Salt Lake

Basis of Bearing being South Zero Degrees 5 Minutes Twenty Six Seconds (00°05'26") West 2712.08 feet from said West Quarter Corner (W1/4C) to the Southwest Corner of said Section Twenty Five (25).

Union Pacific Railroad Co.
Real Estate Department
Omaha, NE.
September 18 2006 T.D.A.

EXHIBIT 2 TO EXHIBIT C

LEGAL DESCRIPTION OF DALTON SPUR

Union Pacific Railroad Company

Salt Lake County, Utah

Exhibit "A"

All that portion of the Union Pacific Railroad Company (formerly the Denver & Rio Grand Railroad Company) Two hundred feet wide right of way extending southwesterly from the southerly right of way line of the now relocated Bingham Industrial Lead of said Union Pacific Railroad Company through the northwest quarter (NW 1/4) Section Fourteen (14), the south half of the northeast quarter (S1/2 NE1/4) of Section Fifteen (15), and the southeast quarter of the northwest quarter (SE1/4 NW1/4) of Section Fifteen (15), Township 3 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah.

Union Pacific Railroad Co.
Real Estate Department
Omaha, NE.

February 20 2007 T.D.A.
DALTON SPUR

1-11 AGREEMENTS TO BE ASSIGNED - BINGHAM BRANCH
LAKE COUNTY, UT
POST NO. VARIOUS
R NO. 0235497

SAKE COUNTY, UT

R NO. 0235497

[illegible]

EXHIBIT "E"

**WHEN RECORDED RETURN TO,
AND MAIL TAX NOTICES TO:**

Savage Bingham & Garfield Railroad Company
6340 South 3000 East, Suite 600
Salt Lake City, Utah 84121
Attention: _____

SPACE ABOVE FOR RECORDER'S USE ONLY

EASEMENT QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

That, effective as of _____, 2007 ("Effective Date"), **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it duly paid by **SAVAGE BINGHAM & GARFIELD RAILROAD COMPANY**, a Delaware corporation, Grantee, the receipt whereof is hereby acknowledged, quitclaims to Grantee, its successors and assigns, forever, all of Grantor's right, title, interest, estate, claim and demand, both at law and in equity, of, in and to the below-quoted easement for freight rail operations upon, over, under and across the real property in the County of Salt Lake, State of Utah, more particularly described in **Exhibit A** attached hereto and hereby made a part hereof (the "Property"), reserved by Grantor in that certain Quitclaim Deed from Grantor to Utah Transit Authority dated March __, 2007 and recorded on March __, 2007 at Entry No. _____, Book ____, Page ____ in the Salt Lake County Recorder's Office:

"Grantor **EXCEPTS** from the Property hereby quitclaimed and **RESERVES** unto itself, its successors and assigns, forever, a permanent, exclusive easement upon, over, under and across the Additional Bingham Branch Property, for purposes of conducting freight rail operations and otherwise to fulfill Grantor's rights and obligations as a common carrier freight railroad under applicable federal laws and regulations, including the right to use the Additional Bingham Branch Property to provide freight rail service to all customers on or served from the Additional Bingham Branch Property, and to operate, use, construct, reconstruct, maintain, repair, relocate and/or remove existing and/or future railroad, rail and railroad-related equipment, facilities and transportation systems necessary for and related to freight rail operations (the "Freight Easement");"

This Easement Quitclaim Deed is made subject to the specific understanding that it covers only such right, title, interest, estate, claim and demand, both at law and in equity, as Grantor may have by virtue of the above-quoted easement for freight rail operations, and that Grantor expressly retains all other right, title, interest, estate, claim and demand, both at law and in equity, that Grantor may have of, in and to the Property.

This Easement Quitclaim Deed is further made subject to (i) Administration and Coordination Agreement dated _____ between Utah Transit Authority and Grantee, (ii) Restated and Amended Agreement dated March 1, 2002 between Grantor and The Burlington Northern and Santa Fe Railway Company ("BNSF") (the "Settlement Agreement"), (iii) Denver, Colorado to Stockton and San Jose, California Trackage Rights Agreement dated June 1, 1996 between Grantor's predecessors in interest and BNSF's predecessors in interest (the "BNSF Trackage Rights Agreement"), and (iv) Commercial Agreement dated March 31, 1993 between Grantor and Salt Lake City Southern Railroad Co., Inc. (the "SL Agreement"). By acceptance of this Quitclaim Deed, Grantee, effective as of the Effective Date, assumes and agrees to perform the obligations of Grantor under the Settlement Agreement and the BNSF Trackage Rights Agreement with respect to the Property, and further assumes and agrees to perform the obligations as a common carrier freight railroad under applicable federal laws and regulations and all obligations to the shipping public with respect to the Property, and agrees to indemnify, defend and hold harmless Grantor from and against any losses, actions, causes of action, damages, costs or expenses arising out of or in any manner relating to Grantee's failure to do so. Neither Grantor nor Grantee shall amend the Settlement Agreement or the BNSF Trackage Rights Agreement with respect to the Property without the prior written consent of the other party.

Grantee, by its acceptance of this Easement Quitclaim Deed, agrees for itself, its successors and assigns, to observe each and all of the terms, conditions, limitations and covenants in this Easement Quitclaim Deed.

This Easement Quitclaim Deed constitutes covenants running with the land and shall bind and inure to the benefit of Grantor and Grantee and their respective successors and assigns.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be
duly executed as of the ____ day of _____, 2007.

Attest:

**UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation**

Assistant Secretary

(Seal)

By: _____
Title: _____

Attest:

**SAVAGE BINGHAM & GARFIELD
RAILROAD COMPANY, a Delaware
corporation**

Assistant Secretary

(Seal)

By: _____
Title: _____

STATE OF NEBRASKA)

) ss.

COUNTY OF DOUGLAS)

On _____, 2007, before me, a Notary Public in and for said County and State, personally appeared _____ and _____

_____, _____ and Assistant Secretary, respectively, of UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(SEAL)

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On _____, 2007, before me, a Notary Public in and for said County and State, personally appeared _____ and _____, _____ and Assistant Secretary, respectively, of SAVAGE BINGHAM & GARFIELD RAILROAD COMPANY, a Delaware corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(SEAL)

EXHIBIT A TO EXHIBIT E

Union Pacific Railroad Company

Salt Lake County, Utah

Exhibit "A"

That portion of the Bingham Industrial Lead of the Union Pacific Railroad Company (formerly the Denver & Rio Grand Railroad Company), that lies westerly of a line drawn at right angles to the center line of the main line track of said Bingham Industrial Lead at a point on said center line of the main line track that is distant Five Hundred Thirty Four and Eighty Nine Hundredths (534.89) feet and bears North Sixty Nine Degrees Fifty Eight Minutes Nineteen Seconds (69° 58'19") East from the West Quarter Corner (W1/4C) of Section Twenty Five (25) Township Two South (T2S) Range One West (R1W) Salt Lake Base and Meridian, to a line drawn at right angles to said center line of the main line track at railroad subdivision mile post 6.60, said Bingham Industrial Lead being situate in over and across the following legal subdivisions of Salt Lake County, Utah.

Subdivision	Section	Township	Range	Meridian
S 1/2 NW1/4	25	2S	1W	Salt Lake
S 1/2 NE1/4	26	2S	1W	Salt Lake
NW 1/4 SE1/4	26	2S	1W	Salt Lake
E 1/2 SW1/4	26	2S	1W	Salt Lake
N 1/2 NW1/4	35	2S	1W	Salt Lake
NE 1/4	34	2S	1W	Salt Lake
S1/2 NW 1/4	34	2S	1W	Salt Lake
NW 1/4 SW1/4	34	2S	1W	Salt Lake
SE 1/4	33	2S	1W	Salt Lake
SW 1/4	33	2S	1W	Salt Lake
SE 1/4 SE1/4	32	2S	1W	Salt Lake
N 1/2 NE1/4	5	3S	1W	Salt Lake
NW1/4	5	3S	1W	Salt Lake
S 1/2 NE1/4	6	3S	1W	Salt Lake
N1/2 SE1/4	6	3S	1W	Salt Lake
SW1/4	6	3S	1W	Salt Lake
SE1/4 SE1/4	1	3S	2W	Salt Lake
NE1/4	12	3S	2W	Salt Lake
S1/2 NW1/4	12	3S	2W	Salt Lake

Basis of Bearing being South Zero Degrees 5 Minutes Twenty Six Seconds (00°05'26") West 2712.08 feet from said West Quarter Corner (W1/4C) to the Southwest Corner of said Section Twenty Five (25).

Union Pacific Railroad Co.
Real Estate Department
Omaha, NE.
September 18 2006 T.D.A.

EXHIBIT "F"

BINGHAM FREIGHT AGREEMENTS ASSIGNMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT is made and entered into _____, 2007, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Assignor") and **SAVAGE BINGHAM & GARFIELD RAILROAD COMPANY**, a Delaware corporation ("Assignee").

WITNESSETH:

A. Assignor and Utah Transit Authority ("UTA") entered into an Eighth Amendment to Purchase and Sale Agreement, dated _____, 2007 ("Eighth Amendment"), covering the sale to UTA by Assignor of Assignor's ownership interest in the line of railroad known as the Bingham Industrial Lead, from Milepost 0.18 at Midvale, UT to Milepost 6.60 at Bagley Spur, UT ("Additional Bingham Branch Property").

B. As provided in the Eighth Amendment, Assignor reserved from the sale to UTA the agreements with respect to freight service on the Additional Bingham Branch Property that are listed on **Exhibit A** attached and by reference made a part of this Agreement (the "Freight Agreements"), and Assignor further reserved a freight easement and the freight common carrier obligation from the sale to UTA and the quitclaim of the Additional Bingham Branch Property to UTA, and Assignor then quitclaimed such freight easement to Assignee and Assignee assumed the freight common carrier obligation effective as of the Effective Date.

C. Assignor desires to assign to Assignee, and Assignee desires to assume, all of Assignor's right, title, interest, obligations and liabilities in, to and under the Freight Agreements.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1. Assignor hereby assigns, sells and transfers to the Assignee, its successors and assigns, all of Assignor's right, title and interest in, under and to the Freight Agreements.

2. Assignee hereby accepts the assignment of the Freight Agreements, assumes all of the obligations and liabilities of the Assignor under the Freight Agreements, and agrees to indemnify and hold harmless the Assignor, its successors and assigns, from and against any and all debts, claims or liabilities of any nature, arising from or related to any failure of Assignee to perform its obligations under the Freight Agreements occurring on or after the Effective Date.

3. Assignor agrees to indemnify and hold harmless Assignee, its successors and assigns, from and against any and all debts, claims or liabilities of any nature arising from or related to the Freight Agreements for any failure of Assignor to perform its obligations under the Freight Agreements occurring before the Effective Date.

4. The effective date of this Agreement is _____, 2007 ("Effective Date").

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date first herein written.

Assignor:

ATTEST:

UNION PACIFIC RAILROAD COMPANY

By: _____
Title: _____

By: _____
Title: _____

Assignee:

ATTEST:

**SAVAGE BINGHAM & GARFIELD
RAILROAD COMPANY**

By: _____
Title: _____

By: _____
Title: _____

EXHIBIT A TO EXHIBIT F

**LIST OF FREIGHT AGREEMENTS
TO BE ASSIGNED
(See Exhibit D to PSA)**

EXHIBIT "G"

BINGHAM/DALTON SPUR BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Seller"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, sells and transfers to **UTAH TRANSIT AUTHORITY**, a public transit district organized under Title 17A, Chapter 2, Part 10, Utah Code Annotated 1953, as amended ("Buyer"), its successors and assigns, **AS IS AND IN PLACE**, all of Seller's right, title and interest in and to the following:

All rail improvements on the Property described in **Exhibits "A-1" and "A-2"** attached and by this reference made a part of this Bill of Sale owned by Seller, including, without limitation, rails, ties, ballast, signals, switches and trestles and other rail appurtenances to the Property, if any ("Personal Property"), upon the following terms and conditions:

1. No warranty of good title, merchantability, fitness for a particular purpose, nor other warranty, whether expressed, implied or statutory, is made by Seller with respect to the Personal Property.
2. Buyer accepts the Personal Property in its present condition and assumes all risks in connection therewith, acknowledging that Buyer has examined the Personal Property and knows its condition.

TO HAVE AND TO HOLD the Personal Property above described unto Buyer, Buyer's successors and assigns, forever.

IN WITNESS WHEREOF, Seller has caused this instrument to be duly executed as of
the ____ day of _____, 2007.

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

By: _____
Title: _____

Witness:

UTAH TRANSIT AUTHORITY,
a public transit district of the State of Utah

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

EXHIBIT A-1 TO EXHIBIT G

Union Pacific Railroad Company

Salt Lake County, Utah

Exhibit "A-1"

That portion of the Bingham Industrial Lead of the Union Pacific Railroad Company (formerly the Denver & Rio Grand Railroad Company), that lies westerly of a line drawn at right angles to the center line of the main line track of said Bingham Industrial Lead at a point on said center line of the main line track that is distant Five Hundred Thirty Four and Eighty Nine Hundredths (534.89) feet and bears North Sixty Nine Degrees Fifty Eight Minutes Nineteen Seconds (69° 58'19") East from the West Quarter Corner (W1/4C) of Section Twenty Five (25) Township Two South (T2S) Range One West (R1W) Salt Lake Base and Meridian, to a line drawn at right angles to said center line of the main line track at railroad subdivision mile post 6.60, said Bingham Industrial Lead being situate in over and across the following legal subdivisions of Salt Lake County, Utah.

Subdivision	Section	Township	Range	Meridian
S 1/2 NW1/4	25	2S	1W	Salt Lake
S 1/2 NE1/4	26	2S	1W	Salt Lake
NW 1/4 SE1/4	26	2S	1W	Salt Lake
E 1/2 SW1/4	26	2S	1W	Salt Lake
N 1/2 NW1/4	35	2S	1W	Salt Lake
NE 1/4	34	2S	1W	Salt Lake
S1/2 NW 1/4	34	2S	1W	Salt Lake
NW 1/4 SW1/4	34	2S	1W	Salt Lake
SE 1/4	33	2S	1W	Salt Lake
SW 1/4	33	2S	1W	Salt Lake
SE 1/4 SE1/4	32	2S	1W	Salt Lake
N 1/2 NE1/4	5	3S	1W	Salt Lake
NW1/4	5	3S	1W	Salt Lake
S 1/2 NE1/4	6	3S	1W	Salt Lake
N1/2 SE1/4	6	3S	1W	Salt Lake
SW1/4	6	3S	1W	Salt Lake
SE1/4 SE1/4	1	3S	2W	Salt Lake
NE1/4	12	3S	2W	Salt Lake
S1/2 NW1/4	12	3S	2W	Salt Lake

Basis of Bearing being South Zero Degrees 5 Minutes Twenty Six Seconds (00°05'26") West 2712.08 feet from said West Quarter Corner (W1/4C) to the Southwest Corner of said Section Twenty Five (25).

Union Pacific Railroad Co.
Real Estate Department
Omaha, NE.
September 18 2006 T.D.A.

EXHIBIT A-2 TO EXHIBIT G

Union Pacific Railroad Company

Salt Lake County, Utah

Exhibit "A-2"

All that portion of the Union Pacific Railroad Company (formerly the Denver & Rio Grand Railroad Company) Two hundred feet wide right of way extending southwesterly from the southerly right of way line of the now relocated Bingham Industrial Lead of said Union Pacific Railroad Company through the northwest quarter (NW 1/4) Section Fourteen (14), the south half of the northeast quarter (S1/2 NE1/4) of Section Fifteen (15), and the southeast quarter of the northwest quarter (SE1/4 NW1/4) of Section Fifteen (15), Township 3 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah.

Union Pacific Railroad Co.
Real Estate Department
Omaha, NE

February 20 2007 T.D.A.
DALTON SPUR

EXHIBIT "H"

BINGHAM BRANCH UP DEED

**WHEN RECORDED, RETURN TO,
AND MAIL TAX NOTICES TO:**

Union Pacific Railroad Company
Attn: Assistant Vice President-Real Estate
1400 Douglas Street, Stop 1690
Omaha, Nebraska 68179-1690

SPACE ABOVE FOR RECORDER'S USE ONLY

QUIT CLAIM DEED

UTAH TRANSIT AUTHORITY, a public transit district organized under Title 17A, Chapter 2, Part 10, Utah Code Annotated 1953, as amended ("**Grantor**"), hereby quitclaims to **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("**Grantee**"), for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following real property situated in Salt Lake County, Utah, together with all rights and privileges appurtenant thereto:

See **Exhibit A** attached hereto and incorporated herein by this reference (the "**Property**").

TOGETHER WITH all buildings, fixtures and improvements thereon and all rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto now or hereafter used or enjoyed with said land, or any part thereof.

Grantor and Grantee intend by this instrument that Grantor quitclaim to Grantee any after-acquired title to the Property which arises in favor of Grantor from and after the date hereof.

(Signature page to follow)

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed as of
the _____ of _____, 2007.

GRANTOR:

UTAH TRANSIT AUTHORITY,
a public transit district of the State of Utah

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

STATE OF UTAH)
) ss.
County of Salt Lake)

On _____, 2007, before me, a Notary Public in and for said County and State,
personally appeared _____ and _____,
_____ and _____ of UTAH
TRANSIT AUTHORITY, a public transit district of the State of Utah, personally known to me
(or proved to me on the basis of satisfactory evidence) to be the persons whose names are
subscribed to the within instrument, and acknowledged to me that they executed the same in their
authorized capacities, and that by their signatures on the instrument the persons, or the entity
upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public (SEAL)

EXHIBIT A TO EXHIBIT H

Union Pacific Railroad Company

Salt Lake County, Utah

Exhibit "A"

That portion of the Bingham Industrial Lead of the Union Pacific Railroad Company (formerly the Denver & Rio Grand Railroad Company) that lies easterly of a line drawn at right angles to the center line of the main line track of said Bingham Industrial Lead at a point on said center line of the main line track that is distant Five Hundred Thirty Four and Eighty Nine Hundredths (534.89) feet and bears North Sixty Nine Degrees Fifty Eight Minutes Nineteen Seconds (69° 58'19") East from the West Quarter Corner (W1/4C) of Section Twenty Five (25) Township Two South (T2S) Range One West (R1W) Salt Lake Base and Meridian, located in the South Half (S1/2) of the Southwest Quarter of the Northwest Quarter of Section Twenty Five (25) Township Two South (T2S) Range One West (R1W), Salt Lake County, Utah. Basis of Bearing being South Zero Degrees 5 Minutes Twenty Six Seconds (00°05'26") West 2712.08 feet from said West Quarter Corner (W1/4C) to the Southwest Corner of said Section Twenty Five (25).

Union Pacific Railroad Co.
Real Estate Department
Omaha, NE.
September 18 2006 T.D.A

EXHIBIT "J"

OTHER LINES EASEMENT

**WHEN RECORDED RETURN TO
AND MAIL TAX NOTICES TO:**

Savage Bingham & Garfield Railroad Company
6340 South 3000 East, Suite 600
Salt Lake City, Utah 84121
Attention: _____

SPACE ABOVE FOR RECORDER'S USE ONLY

FREIGHT EASEMENT DEED AND AGREEMENT

That, effective as of _____, 2007 ("Effective Date"), **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it duly paid by **SAVAGE BINGHAM & GARFIELD RAILROAD COMPANY**, a Delaware corporation, Grantee, the receipt whereof is hereby acknowledged, quitclaims to Grantee, its successors and assigns, a permanent, exclusive easement upon, over, under and across the lines of railroad between Grantor's Milepost 4.66 at Welby, and Milepost 17.10 at Magna, Milepost 0.00 at Kearns, to Milepost 2.01 at Bacchus, and various wye, yard and team tracks in the vicinity of Midvale, all in Salt Lake County, Utah, more particularly described in **Exhibit A** attached hereto and hereby made a part hereof (the "Property"), for purposes of conducting freight rail operations and otherwise to fulfill Grantor's rights and obligations as a common carrier freight railroad under applicable federal laws and regulations, including the right to use the Property to provide freight rail service to all customers on or served from the Property, and to operate, use, construct, reconstruct, maintain, repair, relocate and/or remove existing and/or future railroad, rail, and railroad-related equipment, facilities and transportation systems necessary for and related to freight rail operations (the "Freight Easement").

The Freight Easement is made subject to (i) Administration and Coordination Agreement dated _____ between Utah Transit Authority and Grantee (the "UTA Agreement"); (ii) Restated and Amended Agreement dated March 1, 2002, between Grantor and The Burlington Northern and Santa Fe Railway Company ("BNSF") (the "Settlement Agreement"); (iii) Denver, Colorado to Stockton and San Jose, California Trackage Rights Agreement dated June 1, 1996, between Grantor's predecessors in interest and BNSF's predecessors in interest (the "BNSF Trackage Rights Agreement"); (iv) Commercial Agreement dated March 31, 1993 between Grantor and Salt Lake City Southern Railroad Co., Inc. (the "SL Agreement"); and (v) Freight Operating Agreement dated _____, 2007, between

Grantor and Grantee (the "Operating Agreement"). By its execution of this Easement Deed and Agreement, Grantee, effective as of the Effective Date, for itself, successors and assigns, assumes and agrees to perform the obligations of Grantor under the Settlement Agreement, the BNSF Trackage Rights Agreement and the SL Agreement with respect to the Property, and further assumes and agrees to perform the obligations as a common carrier freight railroad under applicable federal laws and regulations and all obligations to the shipping public with respect to the Property, and to perform the obligations of Grantee under the UTA Agreement and the Operating Agreement. Grantee agrees to indemnify, defend and hold harmless Grantor from and against any losses, actions, causes of action, damages, costs or expenses arising out of or in any manner relating to Grantee's breach of any of Grantee's obligations under the foregoing sentence. Neither Grantor nor Grantee shall amend the Settlement Agreement, the BNSF Trackage Rights Agreement or the SL Agreement with respect to the Property without the prior written consent of the other party.

Grantee, by its execution of this Easement Deed and Agreement, agrees for itself, its successors and assigns, to observe each and all of the terms, conditions, limitations, and covenants in this Easement Deed and Agreement.

This Easement Deed and Agreement constitutes covenants running with the land and the Freight Easement and shall bind and inure to the benefit of Grantor and Grantee and their respective successors and assigns.

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be duly executed as of the ____ day of _____, 2007.

Attest:

**UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation**

Assistant Secretary

By: _____
Title: _____

(Seal)

Attest:

**SAVAGE BINGHAM & GARFIELD
RAILROAD COMPANY, a Delaware
corporation**

Secretary

By: _____
Title: _____

(Seal)

STATE OF NEBRASKA)

) SS.

COUNTY OF DOUGLAS)

On this ____ day of _____, 2007, before me, Notary Public in and for said County and State, personally appeared _____ and _____ who are the _____ and the Assistant Secretary, respectively, of Union Pacific Railroad Company, a Delaware corporation, and who are personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to in the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal

Notary Public

(Seal)

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this ____ day of _____, 2007, before me, Notary Public in and for said
County and State, personally appeared _____ and
_____ who are the _____ and the
_____ Secretary, respectively, of Savage Bingham & Garfield Railroad Company, a
Delaware corporation, and who are personally known to me (or proved to me on the basis of
satisfactory evidence) to be the persons whose names are subscribed to in the within instrument,
and acknowledged to me that they executed the same in their authorized capacities, and that by
their signatures on the instrument the persons, or the entity upon behalf of which the persons
acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(Seal)

EXHIBIT "A" TO EXHIBIT "J"

Union Pacific Railroad Company

Salt Lake County, Utah

Exhibit "A"

Various Seventeen (17) foot wide strips of land located at Midvale Junction of the Union Pacific Railroad Company (formerly the Denver & Rio Grand Railroad Company), said strips of land being Eight and One Half (8 1/2) feet wide on both sides of the aforementioned tracks, when measured from the centerline of said tracks. Said Seventeen (17) foot wide strips of land to extend from the Point of Switch to the End of Track of tracks number 711, 712, 720, 722 and 723, from the Point of Switch to the Point of Switch of tracks number 101, 102, 122, 123, from Clearance Point to Clearance Point of track number 121 and from the Point of Switch of track number 109 to a point on the center line of the main line track of the Bingham Industrial Lead of said Union Pacific Railroad Company (Formerly the Denver and Rio Grand Railroad Company) that is distant Five Hundred Thirty Four and Eighty Nine Tenths (534.89) feet and bears North Sixty Nine Degrees Fifty Eight Minutes Nineteen Seconds (69° 58'19") East from the West Quarter Corner (W1/4C) of Section Twenty Five (25) Township Two South (T2S) Range One West (R1W), Salt Lake Base Meridian, located in the Southwest Quarter (SW1/4) of Section Twenty Four (24) and the West One Half (W1/2) of Section Twenty Five (25) Township Two South (T2S) Range One West (R1W), Salt Lake Base Meridian, Salt Lake Country, Utah.

Basis of Bearings being South Zero Degrees 5 Minutes Twenty Six Seconds (00°05'26") West 2712.08 feet from said West Quarter Corner (W1/4C) to the Southwest Corner of said Section Twenty Five (25).

And also, various Seventeen (17) foot wide strips of land located at Lovendahl Spur of the Union Pacific Railroad Company (formerly the Oregon Short Line Railroad Company), said strips of land being Eight and One Half (8 1/2) feet wide on both sides of all the tracks of said Lovendahl Spur, when measured from the centerline of said tracks, said Lovendahl Spur is located in the East One Half (E1/2) of Section Twenty Six (26) Township Two South (T2S) Range One West (R1W), Salt Lake Base Meridian, Salt Lake Country, Utah.

And also, that portion of the Garfield Industrial Lead of the Union Pacific Railroad Company (formerly the Denver & Rio Grand Railroad Company), that lies northerly of a line that is parallel with and distant One Hundred (100) feet northerly when measured at right angles from the center line of the original main line track of the Bingham Industrial Lead of said Union Pacific Railroad Company to the point of intersection of the center line of the main track of said Garfield Industrial lead and the North Line of Section Thirty (30) Township One South (T1S) Range Two South (R2W) Salt Lake Base Meridian being situate in over and across the following legal subdivisions of Salt Lake County, Utah.

Subdivision	Section	Township	Range	Meridian
	6	3S	1W	Salt Lake
W 1/2	31	2S	1W	Salt Lake
W 1/2	30	2S	1W	Salt Lake
W 1/2	19	2S	1W	Salt Lake
W 1/2	18	2S	1W	Salt Lake
SW 1/4 SW 1/4	7	2S	2W	Salt Lake
	12	2S	2W	Salt Lake
SW 1/4 SW 1/4	1	2S	2W	Salt Lake
	2	2S	2W	Salt Lake

N 1/2	3	2S	2W	Salt Lake
SW 1/4 SW1/4	34	1S	2W	Salt Lake
S 1/2	33	1S	2W	Salt Lake
	32	1S	2W	Salt Lake
NE1/4	31	1S	2W	Salt Lake
	30	1S	2W	Salt Lake

Excepting therefrom all that part of said Garfield Industrial Lead described as follows:

A triangular piece of land adjacent on the East to the present right-of-way of the Union Pacific Railroad company (formerly The Denver and Rio Grand Railroad Company) in Lots Two (2) and in the Southwest Quarter of the Northwest Quarter of Section Six (6), Township 3 South, Range 1 West, Salt Lake Meridian and more particularly described as follows:

Beginning at a point on the North Line of said Section Six (6) on the Easterly boundary of the present right-of-way line of the Garfield Industrial Lead of the Union Pacific Railroad Company (Formerly the Denver and Rio Grand Railroad Company), 37.5 feet East of the North Quarter Corner of said Section Six (6):

Thence East along said Section line 686 feet;
Thence South 1976.6 feet to said Easterly boundary of present right-of-way;
Thence along said right of way line boundary north 20° 47' West 1359.4 feet;
Thence North 69° 13' East 60 feet;
Thence North 20° 47' West, 732 feet to the place of beginning.

And also Excepting, a strip of land in Section 6, Township 3 South, Range 1 West, Salt Lake Base and Meridian, described as follows:

Beginning at the North Quarter Corner of said Section 6, thence East along the North line of said Section 6, 36 feet more or less, to a point 110 feet Easterly measured at right angles from the center of the main line of said Garfield Industrial Lead:

Thence South 20° 47' East parallel to and 110 feet distant from said center line 732 feet:

Thence south 69° 13' West 60 feet to the present right of way;

Thence along said right of way boundary North 20° 47' West 674 feet to the North and South Center Line of Said Section 6;

Thence north along said Center Line of said Section 6, 7 feet more or less, to the place of beginning.

And also, that portion of the Bacchus Industrial Lead of the Union Pacific Railroad Company (formerly the Denver & Rio Grand Railroad Company), that lies westerly of a line that is parallel with and distant Fifty (50) feet westerly when measured at right angles from the center line of the original main line track of the Garfield Industrial Lead of said Union Pacific Railroad Company, and easterly of a line that is parallel with and distant Fifty (50) feet easterly when measured at right angles from the centerline of the Kennecott Copper Company Railroad, being situate in over and across the following legal subdivisions of Salt Lake County, Utah.

Subdivision	Section	Township	Range	Meridian
S 1/2	2	2S	2W	Salt Lake
S 1/2	3	2S	2W	Salt Lake
N 1/2	10	2S	2W	Salt Lake

Union Pacific Railroad Co.
Real Estate Department
Omaha, NE.
September 18 2006 T.D.A.

EXHIBIT "K"

OTHER LINES FREIGHT AGREEMENTS ASSIGNMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT is made and entered into _____, 2007, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Assignor") and **SAVAGE BINGHAM & GARFIELD RAILROAD COMPANY**, a Delaware corporation ("Assignee").

WITNESSETH:

A. Assignor and Savage Bingham & Garfield Railroad Company, a Delaware corporation (the "**Short Line**") entered into an Easement Deed and Agreement, dated _____, 2007 ("**Easement Deed**"), whereby Assignor quitclaimed to the Short Line a permanent, exclusive easement upon, over, under and across the lines of railroad between Assignor's Milepost 4.66 at Welby, and Milepost 17.10 at Magna, Milepost 0.00 at Kearns, to Milepost 2.01 at Bacchus, and various wye, yard and team tracks in the vicinity of Midvale, all in Salt Lake County, Utah, more particularly described in **Exhibit A** attached hereto and hereby made a part hereof (the "**Other Lines Property**").

B. Assignor desires to assign to Assignee, and Assignee desires to assume, all of Assignor's right, title, interest, obligations and liabilities in, to and under certain Freight Agreements and certain agreements relating to rail operations (such as crossing agreements) listed on **Exhibit B** attached hereto and hereby made a part hereof (collectively, the "**Freight Agreements**").

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1. Assignor hereby assigns, sells and transfers to the Assignee, its successors and assigns, all of Assignor's right, title and interest in, under and to the Freight Agreements.
2. Assignee hereby accepts the assignment of the Freight Agreements, assumes all of the obligations and liabilities of the Assignor under the Freight Agreements, and agrees to indemnify and hold harmless the Assignor, its successors and assigns, from and against any and all debts, claims or liabilities of any nature, arising from or related to any failure of Assignee to perform its obligations under the Freight Agreements occurring on or after the Effective Date.
3. Assignor agrees to indemnify and hold harmless Assignee, its successors and assigns, from and against any and all debts, claims or liabilities of any nature arising from or

related to the Freight Agreements for any failure of Assignor to perform its obligations under the Freight Agreements occurring before the Effective Date.

4. The effective date of this Agreement is _____, 2007 ("Effective Date").

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date first herein written.

Assignor:

ATTEST:

UNION PACIFIC RAILROAD COMPANY

By: _____
Title: _____

By: _____
Title: _____

Assignee:

ATTEST:

SAVAGE BINGHAM & GARFIELD
RAILROAD COMPANY

By: _____
Title: _____

By: _____
Title: _____

EXHIBIT "A" TO EXHIBIT "K"

Union Pacific Railroad Company

Salt Lake County, Utah

Exhibit "A"

Various Seventeen (17) foot wide strips of land located at Midvale Junction of the Union Pacific Railroad Company (formerly the Denver & Rio Grand Railroad Company), said strips of land being Eight and One Half (8 1/2) feet wide on both sides of the aforementioned tracks, when measured from the centerline of said tracks. Said Seventeen (17) foot wide strips of land to extend from the Point of Switch to the End of Track of tracks number 711, 712, 720, 722 and 723, from the Point of Switch to the Point of Switch of tracks number 101, 102, 122, 123, from Clearance Point to Clearance Point of track number 121 and from the Point of Switch of track number 109 to a point on the center line of the main line track of the Bingham Industrial Lead of said Union Pacific Railroad Company (Formerly the Denver and Rio Grand Railroad Company) that is distant Five Hundred Thirty Four and Eighty Nine Tenths (534.89) feet and bears North Sixty Nine Degrees Fifty Eight Minutes Nineteen Seconds (69° 58'19") East from the West Quarter Corner (W1/4C) of Section Twenty Five (25) Township Two South (T2S) Range One West (R1W), Salt Lake Base Meridian, located in the Southwest Quarter (SW1/4) of Section Twenty Four (24) and the West One Half (W1/2) of Section Twenty Five (25) Township Two South (T2S) Range One West (R1W), Salt Lake Base Meridian, Salt Lake Country, Utah.

Basis of Bearings being South Zero Degrees 5 Minutes Twenty Six Seconds (00°05'26") West 2712.08 feet from said West Quarter Corner (W1/4C) to the Southwest Corner of said Section Twenty Five (25).

And also, various Seventeen (17) foot wide strips of land located at Lovendahl Spur of the Union Pacific Railroad Company (formerly the Oregon Short Line Railroad Company), said strips of land being Eight and One Half (8 1/2) feet wide on both sides of all the tracks of said Lovendahl Spur, when measured from the centerline of said tracks, said Lovendahl Spur is located in the East One Half (E1/2) of Section Twenty Six (26) Township Two South (T2S) Range One West (R1W), Salt Lake Base Meridian, Salt Lake Country, Utah.

And also, that portion of the Garfield Industrial Lead of the Union Pacific Railroad Company (formerly the Denver & Rio Grand Railroad Company), that lies northerly of a line that is parallel with and distant One Hundred (100) feet northerly when measured at right angles from the center line of the original main line track of the Bingham Industrial Lead of said Union Pacific Railroad Company to the point of intersection of the center line of the main track of said Garfield Industrial lead and the North Line of Section Thirty (30) Township One South (T1S) Range Two South (R2W) Salt Lake Base Meridian being situate in over and across the following legal subdivisions of Salt Lake County, Utah.

Subdivision	Section	Township	Range	Meridian
	6	3S	1W	Salt Lake
W 1/2	31	2S	1W	Salt Lake
W 1/2	30	2S	1W	Salt Lake
W 1/2	19	2S	1W	Salt Lake
W 1/2	18	2S	1W	Salt Lake
SW 1/4 SW 1/4	7	2S	2W	Salt Lake
	12	2S	2W	Salt Lake
SW 1/4 SW1/4	1	2S	2W	Salt Lake

	2	2S	2W	Salt Lake
N 1/2	3	2S	2W	Salt Lake
SW 1/4 SW1/4	34	1S	2W	Salt Lake
S 1/2	33	1S	2W	Salt Lake
	32	1S	2W	Salt Lake
NE1/4	31	1S	2W	Salt Lake
	30	1S	2W	Salt Lake

Excepting therefrom all that part of said Garfield Industrial Lead described as follows:

A triangular piece of land adjacent on the East to the present right-of-way of the Union Pacific Railroad company (formerly The Denver and Rio Grand Railroad Company) in Lots Two (2) and in the Southwest Quarter of the Northwest Quarter of Section Six (6), Township 3 South, Range 1 West, Salt Lake Meridian and more particularly described as follows:

Beginning at a point on the North Line of said Section Six (6) on the Easterly boundary of the present right-of-way line of the Garfield Industrial Lead of the Union Pacific Railroad Company (Formerly the Denver and Rio Grand Railroad Company), 37.5 feet East of the North Quarter Corner of said Section Six (6):

Thence East along said Section line 686 feet;
Thence South 1976.6 feet to said Easterly boundary of present right-of-way;
Thence along said right of way line boundary north 20° 47' West 1359.4 feet;
Thence North 69° 13' East 60 feet;
Thence North 20° 47' West, 732 feet to the place of beginning.

And also Excepting, a strip of land in Section 6, Township 3 South, Range 1 West, Salt Lake Base and Meridian, described as follows:

Beginning at the North Quarter Corner of said Section 6, thence East along the North line of said Section 6, 36 feet more or less, to a point 110 feet Easterly measured at right angles from the center of the main line of said Garfield Industrial Lead:

Thence South 20° 47' East parallel to and 110 feet distant from said center line 732 feet;
Thence south 69° 13' West 60 feet to the present right of way;
Thence along said right of way boundary North 20° 47' West 674 feet to the North and South Center Line of Said Section 6;
Thence north along said Center Line of said Section 6, 7 feet more or less, to the place of beginning.

And also, that portion of the Bacchus Industrial Lead of the Union Pacific Railroad Company (formerly the Denver & Rio Grand Railroad Company), that lies westerly of a line that is parallel with and distant Fifty (50) feet westerly when measured at right angles from the center line of the original main line track of the Garfield Industrial Lead of said Union Pacific Railroad Company, and easterly of a line that is parallel with and distant Fifty (50) feet easterly when measured at right angles from the centerline of the Kennecott Copper Company Railroad, being situate in over and across the following legal subdivisions of Salt Lake County, Utah.

Subdivision	Section	Township	Range	Meridian
S 1/2	2	2S	2W	Salt Lake
S 1/2	3	2S	2W	Salt Lake
N 1/2	10	2S	2W	Salt Lake

Union Pacific Railroad Co.
Real Estate Department
Omaha, NE.
September 18 2006 T.D.A.

XHBIB "B" TO EXHIBIT "K"

2. R.R. REAL ESTATE DEPARTMENT

HER LINES ASSIGNMENT - LESSEE AGREEMENTS TO BE ASSIGNED - GARFIELD BRANCH, MIDVALE TEAM TRACK, BACCHUS SPUR
LT LAKE COUNTY, UT

LE POST NO. VARIOUS

LDER NO. 0240829

DIT	FOLDER	PARTY NAME	PURPOSE	COUNTY	CITY	ST	SUBDV	MP START	ANNUAL AMT
716557	156171	FRITO LAY, INC.	Track	SALT LAKE	BACCHUS	UT	BACCHUS SPUR	1.07	\$0
220334	194177	UTAH DEPARTMENT OF TRANSPORTATION	Crossing Public Roadway Grade Separation	SALT LAKE	KEARNS	UT	GARFIELD BRANCH	9.55	\$0
228821	199001	UTAH DEPARTMENT OF TRANSPORTATION	Crossing - Public Roadway	SALT LAKE	WEST JORDAN	UT	GARFIELD BRANCH	8.48	\$0
227788	213969	UTAH, DOT	Signal Interconnect Agreement	SALT LAKE	WEST JORDAN	UT	GARFIELD BRANCH	8.48	\$0
229614	218479	WEST VALLEY CITY	Crossing - Public Roadway	SALT LAKE	WEST JORDAN	UT	GARFIELD BRANCH	12.28	\$0
04960	168686	EAGLE PACIFIC INDUSTRIES, INC.	Track	SALT LAKE	WEST JORDAN	UT	GARFIELD BRANCH	5.55	\$0
238109	234779	UTAH DEPARTMENT OF TRANSPORTATION	Crossing Public Roadway Grade Separation	SALT LAKE	WEST VALLEY CITY	UT	GARFIELD BRANCH	13.22	\$0
238970	236391	CITY OF WEST VALLEY CITY	Crossing - Public Roadway	SALT LAKE	WEST VALLEY CITY	UT	BACCHUS SPUR	0.8	\$0

EXHIBIT "L"

THIRD AMENDMENT TO ASSIGNMENT AND ASSUMPTION AGREEMENT

This Third Amendment to Assignment and Assumption Agreement ("Third Amendment") is made effective as of _____, 2007 (the "Effective Date"), by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("UP"), and UTAH TRANSIT AUTHORITY, a public transit district organized under title 17A, Chapter 2, Part 10, Utah Code Annotated 1953, as amended ("UTA"). UP and UTA are sometimes hereinafter referred to collectively as the "Parties."

RECITALS:

A. Pursuant to that certain Purchase and Sale Agreement between UP and UTA, dated as of January 17, 2002, as amended, UP conveyed or quitclaimed to UTA certain real property (the "Original Transaction").

B. Pursuant to the Seventh Amendment to Purchase and Sale Agreement dated as of November 23, 2005 ("Seventh Amendment"), UP agreed to convey or quitclaim to UTA additional real property and UTA agreed to reconvey to UP portions of the property described in Exhibit B of the Assignment Agreement (as defined below).

C. UP and UTA entered into that certain Assignment and Assumption Agreement dated September 20, 2002, as amended by Amendment to Assignment and Assumption Agreement dated March 4, 2005 and, pursuant to the Seventh Amendment, by Second Amendment to Assignment and Assumption Agreement dated as of November 29, 2005 (collectively, the "Assignment Agreement"), pursuant to which UP assigned to UTA all of UP's rights, title and interest in certain leases, licenses and other agreements listed in Exhibit A of the Assignment Agreement to the extent affecting the real property conveyed or quitclaimed to UTA as part of the Original Transaction and the Seventh Amendment and described in Exhibit B of the Assignment Agreement.

D. Pursuant to the Eighth Amendment to Purchase and Sale Agreement dated as of _____, 2007 ("Eighth Amendment"), UP agreed to quitclaim to UTA additional real property ("Additional Bingham Branch Property" and "Dalton Spur") described in the Eighth Amendment.

E. UP and UTA now desire to amend the Assignment Agreement to reflect the property transfer made pursuant to the Eighth Amendment.

NOW, THEREFORE, in consideration of the mutual covenants in this Third Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Substitution of Exhibit A.** Effective as of the Effective Date, Exhibit A of the Assignment Agreement is replaced in its entirety with **Exhibit A** attached to this Third Amendment.

2. **Substitution of Exhibit B.** Effective as of the Effective Date, Exhibit B of the Assignment Agreement is replaced in its entirety with **Exhibit B** attached to this Third Amendment.

3. **Assignment Agreement Terms Apply; Third Amendment Controls.** Except as specifically provided in this Third Amendment, the terms and conditions of the Assignment Agreement remain in full force and effect. If any provision of the Assignment Agreement is in conflict with any provisions of this Third Amendment, the terms of this Third Amendment control.

4. **Counterparts.** This Third Amendment may be executed in multiple counterparts, with the same effect as if all the Parties had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

IN WITNESS WHEREOF, the Parties have executed this Third Amendment as of the Effective Date.

Witness:

**UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation**

Assistant Secretary

By: _____
Name: _____
Title: _____

Witness:

**UTAH TRANSIT AUTHORITY,
a public transit district of the State of Utah**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

SCHEDULE 3.6 - Assigned Leases and Assigned Other Agreements on Section 3.2 Properties, Section 3.4 Properties and Current NC Properties

JL LINE	AUDIT NUMBER	FEEDER PROJECT NUMBER	PARTY NAME	CITY	WIREPOST	DESCRIPTION
504	59821	119792	MOUNTAIN STATES TELEPHONE & TELEGRAPH	VARIOUS		WIRES CROSSING - MASTER AGREEMENT
ASSIGNED LEASES AND OTHER AGREEMENTS ON SECTION 3.2 PROPERTIES						
202180	160868	190455	QUESTAR GAS COMPANY	ROY	773.10	Crossing Pipeline
202178	160858	190438	QUESTAR GAS COMPANY	ROY	775.10	Crossing Pipeline
202179	160859	190439	QUESTAR GAS COMPANY	ROY	775.11	Crossing Pipeline
205206	165785	195510	QUESTAR GAS COMPANY	ROY	776.09	Crossing Pipeline
S028493		263078	TCI CABLEVISION OF UTAH	ROY	9999.99	Crossing - Private Roadway
S028495		263080	TCI CABLEVISION OF UTAH	ROY	9999.99	Crossing - Private Roadway
S018333	146127	263337	QWEST CORPORATION	ROY	774.59	Lease
216672	189877	596519	AT&T CABLE SERVICES	CLINTON	773.10	Crossing - Wireline
216669	189878	596520	AT&T CABLE SERVICES	CLINTON	773.61	Crossing - Wireline
216670	189879	596521	AT&T CABLE SERVICES	CLINTON	774.09	Crossing - Wireline
203822	162316	192035	PACIFICORP	CLEARFIELD	771.41	Wire, Subagreement
202175	159236	188970	MOUNTAIN FUEL SUPPLY COMPANY	CLEARFIELD	773.60	Crossing Pipeline
215648	178883	551894	CLEARFIELD COMPANIES	CLEARFIELD	808.90	Encroachment - Wireline
S028502		262778	WASATCH COMMUNITY TELEVISION	CLEARFIELD	9999.99	Crossing - Private Roadway
S028503		263250	TCI CABLEVISION OF UTAH	CLEARFIELD	9999.99	Crossing - Private Roadway
S716046	156043	273573	QWEST CORPORATION	LAYTON	767.18	Wire
218780	193997	613077	PACIFICORP DBA UTAH POWER AND LIGHT	LAYTON	768.05	Crossing - Wireline
S028720	174171	263525	WASATCH COMMUNITY TELEVISION	LAYTON	9999.99	Crossing - Private Roadway
S018416	145956	262882	HINES & COMPANY	LAYTON	767.18	Lease of Land for Storage and Handling
117440		0587047	DAVIS COUNTY	LAYTON	0.00	Encroachment - Drainage Agreement
S719763	0058982	0278217	LAYTON, CITY OF	LAYTON	767.91	Pipeline
S714925	0187503	0272791	NORTH DAVIS COUNTY SEWER DISTRICT	LAYTON	767.99	Crossing Pipeline
223273	0202393	0638852	DAVIS & WEBER COUNTIES CANAL COMPANY	LAYTON	769.03	Crossing Pipeline
220823	0182217	0563915	LAYTON CITY	LAYTON	769.07	Crossing Pipeline
SPY9952		436392	QWEST CORPORATION	KAYSVILLE	764.52	None
SPY9951		436391	QWEST CORPORATION	KAYSVILLE	764.76	None
213008	182587	565467	QWEST CORPORATION	KAYSVILLE	765.88	Crossing - Wireline
201137	158794	188370	FLINT MEADOWS ASSOCIATES	KAYSVILLE	764.07	Crossing Pipeline
205877	0160832	0190404	CENTRAL DAVIS COUNTY SEWER	KAYSVILLE	802.50	Crossing Pipeline
134235	0068155	0105259	KAYSVILLE CITY CORPORATION	KAYSVILLE	759.79	Crossing Pipeline
S716556		436382	MOUNTAIN FUEL SUPPLY	FARMINGTON	759.79	Pipeline
S719889	156230	278333	QWEST CORPORATION	FARMINGTON	759.79	Wire
S715534	156040	273186	QWEST CORPORATION	FARMINGTON	760.27	Wire
217826	189222	593018	STEPHEN FLANDERS	FARMINGTON	761.18	Crossing - Private Roadway
217304	0185901	0581316	FARMINGTON CITY OF	FARMINGTON	759.30	Crossing Pipeline
210426	0175692	0529344	FARMINGTON CITY CORPORATION	FARMINGTON	759.73	Crossing Pipeline
S713029	0187378	0263639	FARMINGTON CITY CORPORATION	FARMINGTON	759.79	Crossing Pipeline
S713027	0187377	0263638	FARMINGTON CITY CORPORATION	FARMINGTON	760.27	Pipeline
223672	0206147	0650102	QUESTAR GAS COMPANY	FARMINGTON	760.62	Crossing Pipeline
217305	0185902	0581317	FARMINGTON CITY OF	FARMINGTON	761.14	Crossing Pipeline

SCHEDULE 3.6 - Assigned Leases and Assigned Other Agreements on Section 3.2 Properties, Section 3.4 Properties and Current NC Properties

LINE	AUDIT NUMBER	FOUNDER PROJECT NUMBER	PARTY NAME	CITY	MILEPOST	DESCRIPTION
1GW	S01761	146166	CLARK, R. M.	VALENCIA	755.20	Lease of Land for Agricultural Purposes
1GW	S028727	262775	WASATCH COMMUNITY TELEVISION	WEST BOUNTIFUL	9999.99	Crossing - Private Roadway
1GW	209036	175008	PACIFICORP	CENTERVILLE	756.06	Crossing - Wireline
1GW	S717698	156229	KOCH MATERIALS COMPANY	WOODS CROSS	754.63	Trackage - Rental for Storage of Cars
1GW	S016098	262930	AMOCO PIPELINE CO	WOODS CROSS	9999.99	Crossing - Private Roadway
	214162	0183372	WOODS CROSS CITY CORPORATION	WOODS CROSS	753.62	Crossing - Private Roadway
	S025775	0263647	BOUNTIFUL CITY OF	WOODS CROSS	9999.99	Crossing - Private Roadway
	223814	0206746	UTAH OIL CO/AMOCO PIPELINE	WOODS CROSS		Crossing - Private Roadway
	SPA9827	0468991	BOUNTIFUL CITY OF	WOODS CROSS		Crossing - Private Roadway
	209704	0171256	CITY OF BOUNTIFUL	WOODS CROSS		Crossing - Private Roadway
	206633	0168385	CENTERVILLE CITY CORPORATION	CENTERVILLE	756.02	Crossing - Wireline
	206934	0170981	CENTERVILLE CITY CORPORATION	CENTERVILLE	756.03	Crossing - Wireline
	206940	0169384	CENTERVILLE CITY CORPORATION	CENTERVILLE	756.76	Crossing - Wireline
					756.76	Crossing - Wireline
2GW	218339	191703	ADJESTA COMMUNICATIONS	SPANISH FORK	2.71	Crossing - Wireline
2GW	220064	195212	SIERRA PACIFIC COMMUNICATIONS	SPANISH FORK	2.71	Crossing - Wireline
2GW	214843	186393	QWEST CORPORATION	SPANISH FORK	3.35	Crossing - Wireline
2GW	S028022	263625	STRAWBERRY ELECTRICAL SVC DIST	SPANISH FORK	9999.99	Crossing - Private Roadway
	S715725	0156285	SPANISH FORK, CITY OF	SPANISH FORK	2.68	Crossing - Private Roadway
	S716088	0273606	SPANISH FORK UT, CITY OF	SPANISH FORK	2.68	Crossing - Private Roadway
	222125	0199237	SPANISH FORK CITY	SPANISH FORK	3.46	Crossing - Private Roadway
	133376	0067929	SPANISH FORK UT, CITY OF	SPANISH FORK	745.28	Crossing - Private Roadway
	LAC3451	0549705	UTAH COUNTY DRAINAGE DIST 1	SPANISH FORK	747.42	Crossing - Private Roadway
	S022273	0086982	SPANISH FORK UT, CITY OF	SPANISH FORK	9999.99	Crossing - Private Roadway
	S024363	0086983	SPANISH FORK UT, CITY OF	SPANISH FORK	9999.99	Crossing - Private Roadway
	S027990	0076795	SPANISH FORK UT, CITY OF	SPANISH FORK	9999.99	Crossing - Private Roadway
3W	S018330	145935	SOERSENSEN, L.	SPANISH FORK CITY	3.68	Crossing - Private Roadway
	208742	0165710	SPRINGVILLE CITY CORPORATION	SPRINGVILLE	1.56	Crossing - Private Roadway
3W	132131	0067646	SPRINGVILLE CITY CORPORATION	SPRINGVILLE	746.40	Crossing - Private Roadway
3W	214541	185184	QUESTAR GAS COMPANY	PAYSON	12.09	Crossing - Private Roadway
3W	S716100	156164	HIATT, W. DARRELL	PAYSON	13.01	Crossing - Private Roadway
3W	S716101	156165	HIATT, W. DARRELL	PAYSON	13.01	Crossing - Private Roadway
3W	S014014	262968	STRAWBERRY ELECTRICAL SVC DIST	PAYSON	9999.99	Crossing - Private Roadway
	221176	0199678	QWEST CORPORATION	PAYSON	10.92	Crossing - Private Roadway
	203467	0162814	PAYSON CITY CORPORATION	PAYSON	11.89	Crossing - Private Roadway
	203466	0162815	PAYSON CITY CORPORATION	PAYSON	12.10	Crossing - Private Roadway
	S716449	0156162	PAYSON CITY CORPORATION	PAYSON	12.12	Crossing - Private Roadway
	S716450	0156163	PAYSON CITY CORPORATION	PAYSON	12.12	Crossing - Private Roadway
4W	117665	586936	MOUNTAIN FUEL SUPPLY COMPANY	MOUNT	0.00	Crossing - Private Roadway
4W	127556	583696	UTAH POWER & LIGHT COMPANY	MOUNT	0.00	Crossing - Private Roadway
4W	A100197	556085	UTAH POWER & LIGHT COMPANY	MOUNT	0.00	Crossing - Private Roadway
4W	A100539	556229	UTAH POWER & LIGHT COMPANY	MOUNT	0.00	Crossing - Private Roadway
4W	A103882	616021	JESUS CHRIST OF LATTER DAY SAINTS	MOUNT	0.00	Crossing - Private Roadway

SCHEDULE 3.6 - Assigned Leases and Assigned Other Agreements on Section 3.2 Properties, Section 3.4 Properties and Current NC Properties

LINE	AUDIT NUMBER	PROPERTY NUMBER	PROPERTY NAME	CITY	MILEPOST	DESCRIPTION
3L	A106585	171341	UTAH POWER & LIGHT	MOUNT	0.00	Crossing - Private Roadway
3L	A74050	605200	UTAH POWER & LIGHT COMPANY	MOUNT	0.00	Crossing - Wireline
3L	A77169	605956	TINGEY, LEE	MOUNT	0.00	Crossing Pipeline
3L	A79327	606544	UTAH POWER & LIGHT COMPANY	MOUNT	0.00	Crossing - Wireline
3L	A88549	610247	MOUNTAIN FUEL SUPPLY COMPANY	MOUNT	0.00	Crossing Pipeline
3L	A99220	614554	UTAH POWER & LIGHT COMPANY	MOUNT	0.00	Crossing - Wireline
3L	LAC1982	549030	PROVO RESERVOIR CO	MOUNT	0.00	Crossing Pipeline
3L	LAC3095	549529	WATTIS-SAMUELS CO	MOUNT	0.00	Crossing - Private Roadway
3L	210366	168431	PACIFIC WEST	MOUNT	774.93	Crossing - Private Roadway
3L	171847	21149	PACIFICORP	MOUNT	774.98	Crossing - Wire Exhibit to Master
3L	50537	0155545	MOUNTAIN STATES TELEPHONE & TE	MOUNT	0.00	Crossing - Wireline
3L	A103577	0557566	UNITED STATES OF AMERICA	MOUNT	0.00	Lease of Land for Water Gauging Site
3L	A106541	0171322	UTAH STATE OF	MOUNT	0.00	Crossing - Private Roadway
3L	LAC3134	0549542	UTAH STATE OF	MOUNT	0.00	Crossing - Private Roadway
3L	66664	521211	GENERAL REFRAC TORES COMPANY	CUTLER	0.00	Industrial Track Agreement w/o Maint Chg
3L	A78170	548412	GENERAL REFRAC TORES COMPANY	CUTLER	0.00	Crossing - Private Roadway
3L	104105	89158	JONES, JOYCE ANN	CUTLER	711.05	Lease of Land for Agricultural Purposes
3L	165551	44274	QWEST CORPORATION	CUTLER	771.00	Crossing - Wire Exhibit to Master
3L	185007	71839	ELECTRIC LIGHTWAVE, INC.	CUTLER	775.00	Encroachment - Wireline
3L	LAL9744	0534201	LEHI CITY	CUTLER	0.00	Crossing Pipeline
3L	A103802	0067337	LEHI CITY CORPORATION	CUTLER	770.70	Encroachment - Pipeline
3L	A103774	0067203	LEHI CITY CORPORATION	CUTLER	771.51	Crossing - Wireline
3L	102084	518754	UTAH POWER & LIGHT	LEHI	0.00	Crossing - Wireline
3L	A65401	603439	MOUNTAIN FUEL SUPPLY COMPANY	LEHI	0.00	Crossing Pipeline
3L	A88912	610363	MOUNTAIN FUEL SUPPLY COMPANY	LEHI	0.00	Crossing Pipeline
3L	LAC1058	548438	JAMES CARTER	LEHI	0.00	Crossing Pipeline
3L	LAC1139	548601	LEHI IRRIGATION CO	LEHI	0.00	Crossing Pipeline
3L	LAC2022	549047	UTAH LAKE IRRIGATION CO	LEHI	0.00	Crossing - Drainage/Irrigation Ditch
3L	LAC460	547981	ALVA A. GREEN	LEHI	0.00	Crossing Pipeline
3L	LAC777	548198	PEOPLES COOP INSTITUTION	LEHI	0.00	Crossing Pipeline
3L	135293	68239	TCI OF INDIANA, INC.	LEHI	0.04	Crossing - Wireline
3L	178760	71673	QWEST CORPORATION	LEHI	39.94	Crossing - Wire Exhibit to Master
3L	A104654	67825	QUESTAR GAS COMPANY	LEHI	76.80	Crossing Pipeline
3L	A74662	61623	AMERICAN FORK IRRIGATION COMPA	LEHI	76.86	Crossing Pipeline
3L	49495	56823	PECK, MAHLEN	LEHI	76.87	Crossing - Private Roadway
3L	50575	50575	TCI OF INDIANA, INC.	LEHI	77.01	Crossing - Wireline
3L	A49044	56820	PACIFICORP DBA	LEHI	77.01	Crossing - Wireline
3L	208513	173484	QUESTAR GAS COMPANY	LEHI	768.64	Crossing Pipeline
3L	217206	191207	ADESTA COMMUNICATIONS, INC	LEHI	768.85	Crossing - Wireline
3L	219052	195208	SIERRA PACIFIC COMMUNICATIONS	LEHI	768.85	Crossing - Wireline
3L	217157	188156	GARY M. POWELL	LEHI	769.16	Crossing - Private Roadway
3L	219226	193419	GARY POWELL AND ERICA POWELL	LEHI	769.18	Encroachment - Pipeline
3L	50576	50576	TCI OF INDIANA, INC	LEHI	769.41	Crossing - Wireline
3L	LAC3118	549538	UTAH POWER & LIGHT CO	LEHI	770.10	Crossing - Wireline
3L	217571	191210	ADESTA COMMUNICATIONS, INC	LEHI	770.67	Crossing - Wireline
3L	220086	195207	SIERRA PACIFIC COMMUNICATIONS	LEHI	770.67	Crossing - Wireline
3L	184565	50685	MOUNTAIN FUEL SUPPLY	LEHI	771.05	Crossing Pipeline

SCHEDULE 3.6 - Assigned Leases and Assigned Other Agreements on Section 3.2 Properties, Section 3.4 Properties and Current NC Properties

LINE	AUDIT NUMBER	FOR LEASE PROJECT NUMBER	PARTY NAME	CITY	MILEPOST	DESCRIPTION
SL	225931	208738/652737	PHEASANT POINTE DEVELOPMENT	LEHI	771.72	Crossing Pipeline
SL	218176	191528/601323	ELECTRIC LIGHTWAVE INC	LEHI	772.81	Encroachment - Wireline
SL	188190	53397/172050	ELECTRIC LIGHTWAVE, INC	LEHI	772.82	Crossing - Wireline
SL	178690	59226/155087	QWEST CORPORATION	LEHI	772.83	Crossing - Wire Exhibit to Master
SL	208053	167028/199733	QWEST CORPORATION	LEHI	774.94	Crossing - Wireline
SL	206333	171117/500554	JACK B PARSON COMPANIES	LEHI	775.02	Crossing Pipeline
	124766	0584949	LEHI; CITY OF	LEHI	0.00	Crossing - Public Roadway
	126957	0583893	LEHI CITY CORPORATION	LEHI	0.00	Crossing - Wireline
	127973	0583144	LEHI CITY CORPORATION	LEHI	0.00	Crossing - Public Roadway
	130728	0582073	LEHI; CITY OF	LEHI	0.00	Crossing - Public Roadway
	A102386	0556928	LEHI CITY, INC.	LEHI	0.00	Crossing Pipeline
	A98269	0529957	LEHI; CITY OF	LEHI	0.00	Crossing Pipeline
	LAC1296	0548729	LEHI CITY OF	LEHI	0.00	Crossing - Wireline
	LAC6030	0550781	LEHI CITY OF	LEHI	0.00	Crossing - Wireline
	LAL9160	0589187	LEHI; CITY OF	LEHI	0.00	Crossing - Wireline
	83254	0061610/0123024	UTAH STATE ROAD COMMISSION	LEHI	76.90	Crossing - Public Roadway
	73824	0073824/0121939	LEHI CITY CORPORATION	LEHI	76.92	Crossing Pipeline
	82770	0061613/0122960	LEHI, THE CITY OF	LEHI	76.96	Crossing - Wireline
	80896	0061466/0122743	LEHI, CITY OF	LEHI	77.06	Crossing Pipeline
	220563	0197117/0623772	UTAH DEPARTMENT OF TRANSPORTATION	LEHI	768.45	Crossing - Public Roadway
	222007	0202238/0638394	UTAH DEPARTMENT OF TRANSPORTATION	LEHI	768.45	Crossing Pipeline
	222471	0203343/0641794	UTAH DEPARTMENT OF TRANSPORTATION	LEHI	768.45	Crossing - Wireline
	147246	0042402/0111598	LEHI CITY CORPORATION	LEHI	768.64	Crossing Pipeline
	172181	0042887/0148106	LEHI CITY CORPORATION	LEHI	769.10	Consent Pipeline Crossing in Public ROW
	147834	0059466/0112203	LEHI CITY CORPORATION	LEHI	769.20	Consent Pipeline Crossing in Public ROW
	148638	0050909/0113026	LEHI CITY CORPORATION	LEHI	769.51	Crossing Pipeline
	148639	0050908/0113027	LEHI CITY CORPORATION	LEHI	769.60	Encroachment - Pipeline
	173457	0042888/0149424	LEHI CITY CORPORATION	LEHI	769.85	Crossing Pipeline
	LAC3135	00549543	LEHI CITY OF	LEHI	770.60	Crossing Pipeline
	148637	0050916/0113025	LEHI CITY CORPORATION	LEHI	771.00	Encroachment - Pipeline
	208785	0078082/0515718	LEHI CITY	LEHI	771.10	Crossing Pipeline
	176104	0812008/0152258	LEHI CITY CORPORATION	LEHI	771.25	Encroachment - Drainage Agreement
	221654	0201471/0636401	LEHI POWER	LEHI	771.72	Crossing - Wireline
	220981	0195984/0620638	LEHI CITY CORPORATION	LEHI	772.91	Crossing Pipeline
	221003	0195983/0620637	LEHI CITY CORPORATION	LEHI	772.93	Crossing Pipeline
	129147	582637	UTAH POWER & LIGHT COMPANY	AMERICAN FORK	0.00	Crossing - Wireline
	A57033	602173	NILSSON, A.C.	AMERICAN FORK	0.00	Crossing Pipeline
	A80353	607026	UTAH POWER & LIGHT COMPANY	AMERICAN FORK	0.00	Crossing - Wireline
	LAC3917	549777	UTAH POWER & LIGHT CO	AMERICAN FORK	0.00	Crossing - Wireline
	131469	67503/104628	TCI OF INDIANA, INC.	AMERICAN FORK	75.66	Crossing - Wireline
	132135	67655/104787	TCI OF INDIANA, INC.	AMERICAN FORK	76.39	Crossing - Wireline
	A106757	42728/4720	PACIFICORP DBA	AMERICAN FORK	76.58	Crossing - Wireline
	132132	67645/104785	TCI OF INDIANA, INC.	AMERICAN FORK	76.61	Crossing - Wireline
	139991	68848/106135	FARNSWORTH, WALTER	AMERICAN FORK	76.74	Crossing - Private Roadway
	A105836	68233/4212	TCI OF INDIANA, INC.	AMERICAN FORK	76.77	Crossing - Wireline

SCHEDULE 3.6 - Assigned Leases and Assigned Other Agreements on Section 3.2 Properties, Section 3.4 Properties and Current NC Properties

LINE	AUDIT NUMBER	FOUNDER PROJECT NUMBER	PARTY NAME	CITY	MILEPOST	DESCRIPTION
L 183735		64292 161801	PACIFICORP DBA UTAH POWER & L	AMERICAN FORK	764.00	Crossing - Wire Exhibit to Master
L 213567		183866 571018	AIRSWITCH	AMERICAN FORK	764.17	Crossing - Wireline
L 176952		56301 153235	PACIFICORP	AMERICAN FORK	764.49	Crossing - Wire Exhibit to Master
LAC5629		550440	UTAH POWER & LIGHT CO	AMERICAN FORK	765.03	Crossing - Wireline
L 178166		59227 154496	QWEST CORPORATION	AMERICAN FORK	765.06	Crossing - Wire Exhibit to Master
L 206840		43228 199333	ELECTRIC LIGHTWAVE, INC	AMERICAN FORK	765.63	Crossing - Wireline
L 214046		96581 575642	AIRSWITCH	AMERICAN FORK	765.64	Crossing - Wireline
L A106379		63066 4524	PACIFICORP	AMERICAN FORK	765.75	Crossing - Wireline
L 209682		174761 525213	PACIFICORP (UTAH POWER & LIGHT COMPANY)	AMERICAN FORK	765.80	Crossing - Wireline
L 214259		183865 571017	AIRSWITCH	AMERICAN FORK	765.84	Crossing - Wireline
L 213072		179833 566435	AIRSWITCH	AMERICAN FORK	766.22	Crossing - Wireline
L 138801		50251 106044	PACIFICORP	AMERICAN FORK	766.35	Crossing - Wireline
L 218312		193240 609615	BURNINGHAM ENTERPRISES, INC	AMERICAN FORK	766.60	Industrial Track Agreement w/o Maint Chg
L 21681		67449 104682	LASL/UPRCO	AMERICAN FORK	766.63	Crossing - Public Roadway
L 213030		179855 566436	AIRSWITCH	AMERICAN FORK	767.03	Crossing - Wireline
L 142343		106547	HADFIELD, JAMES H.	AMERICAN FORK	767.16	Crossing - Private Roadway
L 213035		179614 566433	AIRSWITCH	AMERICAN FORK	767.18	Crossing - Wireline
L 214045		18241 574333	AT&T CABLE SERVICES	AMERICAN FORK	767.37	Crossing - Wireline
L 167752		808868 142031	BATEMAN STANLEY W	AMERICAN FORK	767.47	Crossing - Private Roadway
L 213565		183844 570996	AIRSWITCH	AMERICAN FORK	767.61	Crossing - Wireline
L 174204		57670 150199	PACIFICORP	AMERICAN FORK	767.62	Crossing - Wire Exhibit to Master
L 174487		57764 150468	CENTENNIAL ENGINEERING INC	AMERICAN FORK	767.64	Crossing - Wireline
L 179644		59250 156283	TCI OF INDIANA, INC.	AMERICAN FORK	767.82	Consent Wire Crossing in Public ROW
L 150929		45517 115386	PACIFICORP	AMERICAN FORK	768.06	Consent Wire Crossing in Public ROW
L 159494		439391 133411	INSIGHT COMMUNICATIONS CO, L	AMERICAN FORK	768.06	Consent Wire Crossing in Public ROW
L 150930		45518 115387	PACIFICORP	AMERICAN FORK	768.07	Crossing - Wireline
L 159493		43940 133410	TCI OF INDIANA, INC.	AMERICAN FORK	768.13	Crossing Pipeline
L 214035		185242 574334	AT&T CABLE SERVICES	AMERICAN FORK	768.38	Consent Wire Crossing in Public ROW
L 201061		59684 189326	TIMPANOGOS SPECIAL SERVICES DISTRICT	AMERICAN FORK	768.43	Crossing Pipeline
L 159492		43941 133409	TCI OF INDIANA, INC	AMERICAN FORK	0.00	Crossing Pipeline
L 154120		46650 127584	PACIFICORP	AMERICAN FORK	0.00	Crossing Pipeline
L 120879		0586053	AMERICAN FORK CITY OF	AMERICAN FORK	0.00	Crossing Pipeline
L 122584		0585472	AMERICAN FORK CITY	AMERICAN FORK	0.00	Crossing Pipeline
L 126586		0584055	AMERICAN FORK CITY CORPORATION	AMERICAN FORK	0.00	Crossing Pipeline
LAC935		0548331	UTAH COUNTY LIGHT & POWER CO	AMERICAN FORK	0.00	Crossing Pipeline
LAL8031		0534105	AMERICAN FORK CITY	AMERICAN FORK	0.00	Crossing Pipeline
L 207007		0170306 0199062	UTAH DEPARTMENT OF TRANSPORTATION	AMERICAN FORK	761.82	Crossing Pipeline
L 206998		0170103 0198739	UTAH DEPARTMENT OF TRANSPORTATION	AMERICAN FORK	761.90	Crossing Pipeline
L 208931		0170104 0198740	UTAH DEPARTMENT OF TRANSPORTATION	AMERICAN FORK	762.34	Crossing Pipeline
L 209237		0175541 0528547	AMERICAN FORK CITY	AMERICAN FORK	764.75	Crossing Pipeline
L 209236		0175542 0528548	AMERICAN FORK CITY	AMERICAN FORK	764.81	Crossing Pipeline
L 21458		0201672 0637396	TCI CABLEVISION OF UTAH, INC	AMERICAN FORK	766.22	Crossing - Wireline
L 216316		0189404 0594115	AMERICAN FORK CITY	AMERICAN FORK	766.92	Crossing Pipeline
L 206076		0163630 0193528	AMERICAN FORK CITY CORPORATION	AMERICAN FORK	767.87	Crossing Pipeline
L 120230		194677 586237	GLOBAL OF UTAH	PLEASANT GROVE	0.00	Industrial Track Agreement w/o Maint Chg
L 121234		585900	HONE, MERRILL	PLEASANT GROVE	0.00	Crossing - Private Roadway
L 122266		585662	TURLEY, MELVIN	PLEASANT GROVE	0.00	Encroachment - Drainage Agreement

SCHEDULE 3.6 - Assigned Leases and Assigned Other Agreements on Section 3.2 Properties, Section 3.4 Properties and Current NC Properties

LINE	AUDIT NUMBER	ORDER PROJECT NUMBER	PARTY NAME	CITY	MI/SE/POST	DESCRIPTION
A103237	67041	557446	NORWALK CABLE TELEVISION CONSTRUCTION	PLEASANT GROVE	0.00	Crossing - Wireline
A131496	618761		ACTON CATV, INC.	PLEASANT GROVE	0.00	Crossing - Wireline
A52725	601789		PLEASANT GROVE CANNING COMPANY	PLEASANT GROVE	0.00	Crossing Pipeline
A60637	602606		WRIGHT, W.H.	PLEASANT GROVE	0.00	Crossing Pipeline
A61576	602678		UTAH POWER & LIGHT COMPANY	PLEASANT GROVE	0.00	Crossing - Wireline
A92496	552756		UTAH POWER & LIGHT COMPANY	PLEASANT GROVE	0.00	Crossing - Wireline
A97533	613571		MOUNTAIN FUEL SUPPLY COMPANY	PLEASANT GROVE	0.00	Crossing Pipeline
A99306	614674		MOUNTAIN FUEL SUPPLY COMPANY	PLEASANT GROVE	0.00	Crossing Pipeline
206839	45227	199332	ELECTRIC LIGHTWAVE, INC	PLEASANT GROVE	763 10	Crossing - Wireline
206954	172143	502014	QWEST CORPORATION	PLEASANT GROVE	763 11	Crossing - Wireline
214414	97889	577948	AT&T CABLE SERVICES (TCI)	PLEASANT GROVE	763 52	Crossing - Wireline
131495	67504	104636	TCI OF INDIANA, INC.	PLEASANT GROVE	763 53	Crossing - Wireline
213590	183841	570993	AIRSWITCH	PLEASANT GROVE	763 91	Crossing - Wireline
214417	183867	571019	AT&T CABLE SERVICES	PLEASANT GROVE	763 97	Crossing - Wireline
214034	184926	573563	AIRSWITCH	PLEASANT GROVE	763 98	Crossing - Wireline
205545	96580	575641	AIRSWITCH	PLEASANT GROVE	763 99	Crossing - Wireline
133726	166373	195962	NORTHSTAR MULTIMEDIA COMMUNICATIONS, INC	PLEASANT GROVE	764 50	Crossing - Wireline
213568	68000	105143	QUESTAR GAS COMPANY	PLEASANT GROVE	764 51	Crossing Pipeline
214695	183842	570994	AIRSWITCH	PLEASANT GROVE	764 51	Crossing - Wireline
173803	185818	580922	QWEST CORPORATION	PLEASANT GROVE	764 52	Crossing - Wireline
120393	58933	149676	TCI OF INDIANA, INC.	PLEASANT GROVE	764 77	Crossing - Wireline
120504	0586264		PLEASANT GROVE CITY CORPORATION	PLEASANT GROVE	0.00	Crossing Pipeline
127889	0586117		PLEASANT GROVE CITY CORPORATION	PLEASANT GROVE	0.00	Crossing Pipeline
LAL7805	0583154		PLEASANT GROVE CITY CORPORATION	PLEASANT GROVE	0.00	Crossing Pipeline
206987	0589009		PLEASANT GROVE CITY	PLEASANT GROVE	0.00	Crossing Pipeline
47612	0059488	0367084	UTAH DEPARTMENT OF TRANSPORT	PLEASANT GROVE	761 53	Encroachment - Pipeline
221459	0056813	0119549	UTAH STATE ROAD COMMISSION	PLEASANT GROVE	763 00	Encroachment - Pipeline
213892	0201675	0637400	TCI CABLEVISION OF UTAH INC.	PLEASANT GROVE	763 10	Crossing - Wireline
132127	179570	554507	PLEASANT GROVE CITY CORPORATION	PLEASANT GROVE	763 52	Pipeline
	0067647	0104781	PLEASANT GROVE, CITY OF	PLEASANT GROVE	763 98	Crossing Pipeline
169142	0044477	0143925	PLEASANT GROVE CITY CORPORATION	PLEASANT GROVE	764 02	Consent Pipeline Crossing in Public ROW
LAC3236	549584		UTAH IDAHO SUGAR CO	HARDY	0.00	Crossing Pipeline
214413	95791	575261	AIRSWITCH	HARDY	761 84	Crossing - Wireline
148717	194676	113108	UTAH PACIFIC BRIDGE & STEEL LT	HARDY	762 30	Industrial Track Agreement w/o Maint Chg
A105923	68324	4268	QUESTAR GAS COMPANY	HARDY	762 40	Crossing Pipeline
116475	0587217		UTAH, STATE OF	HARDY	0.00	Crossing Pipeline
124754	0584942		LINDON CITY CORPORATION	HARDY	0.00	Crossing Pipeline
A101181	0530558		MOUNTAIN STATES TELEPHONE	HARDY	0.00	Crossing Pipeline
101282	0063301	01665377	UTAH COUNTY	HARDY	0.00	Crossing - Wireline
A105870	0068254	0004239	LINDON CITY CORPORATION	HARDY	761 60	Crossing - Public Roadway
A105871	0068255	0004240	LINDON CITY CORPORATION	HARDY	762 00	Crossing Pipeline
					762 00	Crossing Pipeline
148598	0050935	0112983	LINDON CITY CORPORATION	HARDY	861 59	Consent Pipeline Crossing in Public ROW
118779	586583		UTAH POWER & LIGHT COMPANY	GATEX	0.00	Crossing - Wireline
80590	61461	122717	GATX RAIL CORPORATION	GATEX	756 00	Trackage - Rental for Storage of Cars

SCHEDULE 3.6 - Assigned Leases and Assigned Other Agreements on Section 3.2 Properties, Section 3.4 Properties and Current NC Properties

LINE	AUDIT NUMBER	NUMBER	PARTY/NAME	CITY	MILEPOST	DESCRIPTION
200167	0058280	0186324	OREM UTAH CITY OF	GATEX	757.22	Crossing Pipeline
202258	0058281	0192139	OREM, CITY OF	GATEX	757.22	Crossing Pipeline
218828	194361	614853	QWEST CORPORATION	SPRINGVILLE	1.61	Crossing - Wireline
206572	171850	501320	PACIFICORP	OREM	757.21	Crossing - Wireline
121443	585824	119588	COMMUNITY TELEVISION OF UTAH, INC.	PROVO	0.00	Crossing - Wireline
48030-2	556994	119588	LA&SLUPRR	PROVO	0.00	Encroachment - Pipeline
A102602	556994	119588	SUNMER CONSTRUCTION COMPANY, INC.	PROVO	0.00	Crossing Pipeline
A56827	603493	119588	MOUNTAIN FUEL SUPPLY COMPANY	PROVO	0.00	Crossing Pipeline
A87934	609891	119588	REED & SUMSION	PROVO	0.00	Crossing Pipeline
A91474	552580	119588	DENVER & RIO GRANDE WESTERN RAILROAD	PROVO	0.00	Crossing - Private Roadway
LAC1926	548973	119588	UTAH VALLEY GAS & POWER CO	PROVO	0.00	Crossing - Wireline
LAC2135	549135	119588	UTAH IDAHO SUGAR CO	PROVO	0.00	Crossing Pipeline
LAC2433	549282	119588	UTAH VALLEY GAS & COKE CO	PROVO	0.00	Crossing Pipeline
LAC3098	550257	119588	UTAH PUBLIC SERVICE COMMISSION	PROVO	0.00	Crossing Pipeline
A92375	89404	11264	BACKMAN FOUNDRY	PROVO	0.00	Crossing - Public Roadway
168981	44190	141520	QUESTAR GAS COMPANY	PROVO	75.31	Lease for Storage and Handling
A64681	89353	7049	BACKMAN FOUNDRY	PROVO	751.91	Consent Pipeline Crossing in Public ROW
191063	57089	182170	NEXTLINK OF UTAH, LLC	PROVO	752.71	Lease of Land for Storage and Handling
217572	191335	600603	ADESTA COMMUNICATIONS, INC.	PROVO	752.93	Crossing - Wireline
220085	195210	617720	SIERRA PACIFIC COMMUNICATIONS	PROVO	755.01	Crossing - Wireline
LAC8353	52361	123056	QUESTAR GAS COMPANY	PROVO	755.01	Crossing - Wireline
170054	44558	145184	QWEST CORPORATION	PROVO	769.82	Crossing Pipeline
121516	0585849	119588	PROVO CITY CORPORATION	PROVO	999.00	Crossing - Wire Exhibit to Master
129748	0582546	119588	PROVO, CITY OF	PROVO	0.00	Crossing - Wireline
A100241	0615069	119588	MOUNTAIN STATES TELEPHONE & TELEGRAPH CO	PROVO	0.00	Crossing - Wireline
216143	0186214	0582191	PROVO CITY CORPORATION	PROVO	754.42	Crossing - Public Roadway
213833	184215	571533	PACIFICORP, DBA UTAH POWER & LIGHT COMPANY	ROPER	0.24	Crossing - Wire Exhibit to Master
S024351	0263338	119588	SOUTH SALT LAKE CITY OF	ROPER	9999.99	Crossing - Private Roadway
S019938	262882	119588	OTTO BUEHNER & COMPANY	SUGAR HOUSE	9999.99	Crossing - Private Roadway
S71868	146215	263809	HATUPI ENTERPRISES	SUGAR HOUSE	1.17	Lease of Land for Public/Private Parking
223702	0203637	0642656	CITY OF WEST JORDAN	WEST JORDAN	1.02	Crossing Pipeline
205528	0093894	0185171	UTAH DEPARTMENT OF TRANSPORTATION	WEST JORDAN	1.80	Encroachment - Pipeline
223212	0188177	0589345	WEST JORDAN CITY OF	WEST JORDAN	4.82	Crossing Pipeline
208053	0168919	0197719	CITY OF SOUTH JORDAN	WEST JORDAN	730.51	Crossing Pipeline
202753	162331	192054	GRANITE FURNITURE COMPANY	SALT LAKE CITY	2.80	Lease of Land for Public/Private Parking
218141	193024	1608600	MEN OF UTAH LLC	SALT LAKE CITY	2.36	Crossing - Wireline
SPX0656	146216	263802	ZELLERBACH, A DIVISION OF INTERNATIONAL PAPER COMPANY	SALT LAKE CITY	1.56	Lease of Land for Public/Private Parking
S713452	145931	263716	BURTON LUMBER AND HARDWARE COMPANY	SALT LAKE CITY	1.00	Lease of Land for Industrial Purposes
217794	161068	190694	U S WEST COMMUNICATIONS, INC.	SALT LAKE CITY	0.18	Crossing - Wireline
S017336	262881	119588	BUEHNER, OTTO AND COMPANY	FOREST DALE	9999.99	Crossing - Private Roadway

SCHEDULE 3.6 - Assigned Leases and Assigned Other Agreements on Section 3.2 Properties, Section 3.4 Properties and Current NC Properties

LINE	AUDIT NUMBER	FOUNDER PROJECT NUMBER	PARTY NAME	CITY	MILEPOST	DESCRIPTION
SALT LAKE COUNTY SEWERAGE IMPROVEMENT						
	SPY9939	436376	DIST.#1			
210429		0176356	UTAH DEPARTMENT OF TRANSPORTATION	PROLER STEEL		None
210424		0176357	UTAH DEPARTMENT OF TRANSPORTATION	SALT LAKE CITY	0.32	Crossing - Wireline
				SALT LAKE CITY	0.51	Crossing - Wireline
QWEST BRANCH						
213317		181437	QWEST CORPORATION	WEST JORDAN	6.64	Crossing - Wireline
215469		188601	PACIFICORP	WEST JORDAN	7.04	Crossing - Wireline
214238		178819	PACIFICORP	WEST JORDAN	7.57	Crossing - Wireline
S024524		262888	KENNECOTT UTAH COPPER CORP	MIDVALE	9999.99	Crossing - Private Roadway
SALT LAKE COUNTY SEWERAGE IMPROVEMENT						
	SPY9940	0436377	DIST.#1			
		201710	SOUTH JORDAN CITY COOPERATIVE	BAGLEY	7.66	Crossing - Pipeline
		201711	WEST JORDAN CITY COOPERATIVE	WEST JORDAN	7.90	Crossing - Pipeline
		201712	WEST JORDAN CITY COOPERATIVE	WEST JORDAN	6.60	Crossing - Pipeline
		201713	KENNECOTT LAND RECLAMATION	WEST JORDAN	7.43	Crossing - Pipeline

ASSIGNED LEASES AND OTHER AGREEMENTS ON SECTION 3.4 PROPERTIES

MOUNTAIN FUEL SUPPLY COMPANY						
119759		586270	MOUNTAIN FUEL SUPPLY COMPANY	SALT LAKE CITY	0.00	Crossing Pipeline
211802		167585	SWIRE COCA-COLA	SALT LAKE CITY	727.75	Encroachment - Pipeline
209112		172877	QWEST CORPORATION	SALT LAKE CITY	732.72	Crossing - Wireline
218200		161086	QUESTAR GAS COMPANY	SALT LAKE CITY	738.50	Pipeline
209734		83499	PACIFICORP	SALT LAKE CITY	739.90	Crossing - Wireline
PACIFICORP, DBA UTAH POWER & LIGHT COMPANY						
205567		169902	PACIFICORP, DBA UTAH POWER & LIGHT COMPANY	SALT LAKE CITY	740.26	Crossing - Wire Exhibit to Master
219450		194728	MCI WORLD COM NETWORK SERVICES, INC.	SALT LAKE CITY	743.07	Crossing - Wireline
205666		44749	NEXTLINK OF UTAH, LLC	SALT LAKE CITY	743.08	Crossing - Wireline
205886		47998	NEXTLINK OF UTAH, LLC	SALT LAKE CITY	743.59	Crossing - Wireline
202808		162917	TCI CABLEVISION OF UTAH, INC	SALT LAKE CITY	744.00	Crossing - Wireline
S028033		173638	H CORP.	SALT LAKE CITY	744.23	Crossing - Private Roadway
217176		190955	MCI WORLD COM NETWORK SERVICES, INC.	SALT LAKE CITY	744.33	Crossing - Wireline
202229		162285	PACIFICORP	SALT LAKE CITY	744.92	Crossing - Wire Exhibit to Master
211578		179469	WILLIAMS COMMUNICATIONS INC	SALT LAKE CITY	745.27	Crossing - Wireline
217595		192224	MFN OF UTAH, LLC	SALT LAKE CITY	745.27	Crossing - Wireline
211574		179471	WILLIAMS COMMUNICATIONS INC	SALT LAKE CITY	745.35	Crossing - Wireline
217643		192223	MFN OF UTAH, LLC	SALT LAKE CITY	745.35	Crossing - Wireline
214055		184931	PACIFICORP	SALT LAKE CITY	745.41	Crossing - Wireline
214082		184929	PACIFICORP	SALT LAKE CITY	745.41	Crossing - Wireline
214086		184930	PACIFICORP	SALT LAKE CITY	745.41	Crossing - Wireline
169570		44512	ELECTRIC LIGHTWAVE, INC.	SALT LAKE CITY	745.41	Crossing - Wireline
S028218		263075	TCI CABLEVISION OF UTAH	SALT LAKE CITY	783.05	Consent Wire Crossing in Public ROW
207164		94492	PACIFICORP	SALT LAKE CITY	9999.99	Crossing - Private Roadway
209486		169032	QWEST CORPORATION	SALT LAKE CITY		Crossing - Wireline
205365		0167046	UTAH DEPARTMENT OF TRANSPORTATION	SALT LAKE CITY	730.86	Crossing Pipeline
222776		0202341	G.O.K. PROPERTIES, L.L.C.	SALT LAKE CITY	730.92	Crossing - Wireline
221522		0200593	AMERICAN FIBER SYSTEMS	SALT LAKE CITY	738.89	Crossing - Wireline

SCHEDULE 3.6 - Assigned Leases and Assigned Other Agreements on Section 3.2 Properties, Section 3.4 Properties and Current NC Properties

LINE	AUDIT NUMBER	FOUNDER PROJECT NUMBER	PARTY NAME	CITY	MILEPOST	DESCRIPTION
209116	206599	0076781 0514749	UTAH DEPARTMENT OF TRANSPORTATION	SALT LAKE CITY	739.81	Crossing - Wireline
209599	202551	0170334 0199089	UTAH DEPARTMENT OF TRANSPORTATION	SALT LAKE CITY	740.33	Crossing Pipeline
220989	220989	0162282 0191996	SALT LAKE CITY CORPORATION	SALT LAKE CITY	744.19	Crossing Pipeline
220994	220774	0199604 0633321	TOUCH AMERICA INC	SALT LAKE CITY	744.26	Crossing - Wireline
220774	201945	0199605 0633323	AT&T CORP	SALT LAKE CITY	744.26	Crossing - Wireline
201945	201947	0199267 0632048	ADESTA COMMUNICATIONS INC	SALT LAKE CITY	744.33	Crossing - Wireline
201947	207390	0160900 0190502	UTAH DEPARTMENT OF TRANSPORTATION	SALT LAKE CITY	745.24	Crossing - Wireline
207390	207471	0160901 0190503	UTAH DEPARTMENT OF TRANSPORTATION	SALT LAKE CITY	745.24	Crossing - Wireline
207471	S716541	0170329 0199084	UTAH DEPARTMENT OF TRANSPORTATION	SALT LAKE CITY	745.24	Crossing Pipeline
S716541	S716542	0172649 0505846	SALT LAKE CITY CORPORATION	SALT LAKE CITY		Consent Pipeline Crossing in Public ROW
S716542	S716287	156209 273998	PHOENIX FIBERLINK, INC.	ROPER	743.07	Wire
S716287	S716288	156210 273999	PHOENIX FIBERLINK, INC.	ROPER	743.07	Wire
S716288	S716545	156211 273780	ELECTRIC LIGHTWAVE	ROPER	743.08	Wire
S716545	217555	156212 273781	ELECTRIC LIGHTWAVE	ROPER	743.08	Wire
217555	211582	156215 274002	PHOENIX FIBERLINK, INC.	ROPER	743.10	Wire
211582	218455	0191535 0601358	UTAH DEPARTMENT OF TRANSPORTATION	ROPER	742.49	Crossing Pipeline
218455	220524	0177645 0543115	UTAH DEPARTMENT OF TRANSPORTATION	ROPER	742.50	Encroachment - Pipeline
220524	220239	192909 607042	TROJAN ROOFING CO	FIRECLAY	739.50	Lease of Land for Public/Private Parking
220239	210655	198234 627961	QUEST GAS COMPANY	MURRAY	736.12	Crossing Pipeline
210655	212158	182586 565463	QUEST CORPORATION	MURRAY	736.71	Crossing - Wireline
212158	203225	177321 540431	TCI CABLEVISION OF UTAH INC	MURRAY	738.87	Crossing - Wireline
203225	121558	177320 540428	TCI CABLEVISION OF UTAH INC	MURRAY	738.87	Crossing - Wireline
121558	208558	163080 192914	ELECTRIC LIGHTWAVE, INC.	MURRAY	738.90	Crossing - Wireline
208558	S028501	0585853	MURRAY CITY CORPORATION	MURRAY	0.00	Crossing Pipeline
S028501	S028594	0078993 0516100	MURRAY CITY CORPORATION	MURRAY	738.19	Crossing Pipeline
S028594	SPX1200	0196635 0621659	MURRAY CITY POWER DEPARTMENT	MURRAY	738.41	Crossing - Wireline
SPX1200	SPY9788	0262449	MURRAY CITY CORPORATION	MURRAY	9999.99	Crossing - Private Roadway
SPY9788	119816	0262450	MURRAY CITY CORPORATION	MURRAY	9999.99	Crossing - Private Roadway
119816	121757	0262448	MURRAY CITY CORPORATION	MURRAY	9999.99	Crossing - Private Roadway
121757	S719424	0436218	MURRAY CITY CORPORATION	MURRAY		Pipeline
S719424	S719425	0586292	MURRAY CITY CORPORATION	PALLAS	0.00	Crossing - Wireline
S719425	211581	0585879	MURRAY CITY CORPORATION	PALLAS	0.00	Crossing - Wireline
211581	222449	0155899 0277950	SANDY CITY DEPT WORKS	MIDVALE	732.37	Pipeline
222449	209114	0277951	SANDY CITY DEPT WORKS	MIDVALE	732.37	Pipeline
209114	205413	0177723 0543628	UTAH DEPARTMENT OF TRANSPORTATION	MIDVALE	733.05	Crossing Pipeline
205413	200172	0203708 0642931	QUEST CORPORATION	MIDVALE	734.81	Crossing - Wire Exhibit to Master
200172	202189	0172614 0505845	UTAH DEPARTMENT OF TRANSPORTATION	MIDVALE	735.81	Crossing Pipeline
202189	201962	0165885 0195582	UTAH DEPARTMENT OF TRANSPORTATION	MIDVALE		Crossing - Wireline
201962	201871	157858 186496	PACIFICORP	MIDVALE	730.33	Crossing - Wireline
201871	202049	157935 186639	PACIFICORP	MIDVALE	730.50	Crossing - Wireline
202049	205020	180862 190442	PACIFICORP	MIDVALE	730.85	Crossing - Wireline
205020	201909	180863 190443	PACIFICORP	MIDVALE	730.91	Crossing - Wireline
201909	202000	160636 190172	QUEST CORPORATION	MIDVALE	731.60	Crossing - Wireline
202000		160864 190444	PACIFICORP	MIDVALE	732.88	Wire, Subagreement
		169340 198102	PACIFICORP	MIDVALE	732.90	Crossing - Wire Exhibit to Master
		161644 191290	PACIFICORP	MIDVALE	735.15	Wire, Subagreement
		160861 190441	PACIFICORP	MIDVALE		Crossing - Wire Exhibit to Master

SCHEDULE 3.6 - Assigned Leases and Assigned Other Agreements on Section 3.2 Properties, Section 3.4 Properties and Current NC Properties

LINE	AUDIT NUMBER	FOLDER PROJECT NUMBER	NUMBER	PARTY NAME	CITY	MILEPOST	DESCRIPTION
3W	216792	190281	597629	PACIFICORP DBA UTAH POWER & LIGHT COMPANY	BLUFFDALE	725.01	Crossing - Wireline
3W	219066	178405	549401	JORDAN VALLEY WATER CONSERVANCY DISTRICT	BLUFFDALE	725.05	Crossing Pipeline
3W	S716801	155894	274200	ELECTRIC LIGHTWAVE INC.	RIVERTON	728.66	Wire
3W	S716802	155895	274201	ELECTRIC LIGHTWAVE INC.	RIVERTON	728.66	Wire
3W	S716842	155896	274233	DRAPER INDUSTRIAL PARK, L.C.	RIVERTON	729.31	Pipeline
3W	S716843	155896	274234	DRAPER INDUSTRIAL PARK, L.C.	RIVERTON	729.31	Pipeline
3W	S719336	155898	263197	UTAH POWER DBA PACIFICORP	RIVERTON	730.80	Wire
3W	203338	165068	194819	PACIFICORP	RIVERTON	730.87	Crossing - Wire Exhibit to Master
3W	211858	180010	555345	QWEST CORPORATION	RIVERTON	731.32	Crossing - Wireline
3W	S029044	262883		TCI CABLEVISION OF UTAH, INC.	RIVERTON	9999.99	Crossing - Private Roadway
				SALT LAKE COUNTY SEWERAGE IMPROVEMENT DIST#7			
	S717357	0155890	0274795	DIST#7	RIVERTON	726.72	Pipeline
				SALT LAKE COUNTY SEWERAGE IMPROVEMENT DIST#1			
	S717358	0155891	0274796	DIST#1	RIVERTON	726.72	Pipeline
	S716754	0155892	0274158	DRAPER, CITY OF	RIVERTON	728.60	Pipeline
	S716755	0155893	0274159	DRAPER, CITY OF	RIVERTON	728.60	Pipeline
	200433	0058899	0188269	CITY OF DRAPER	RIVERTON	729.82	Crossing Pipeline
	SPY9933	0436368		CITY OF SOUTH JORDAN	RIVERTON	731.31	Pipeline
				SALT LAKE COUNTY SEWERAGE IMPROVEMENT DISTRICT #1			
	203557	0164470	0194224	DISTRICT #1	RIVERTON		Crossing Pipeline
1W	217030	191393	600773	NEXTLINK	SANDY	731.60	Crossing - Wireline
1W	209553	176032	530071	TCI CABLEVISION OF UTAH, INC	SANDY	732.38	Crossing - Wireline
1W	17957	86294	521882	PACIFICORP	SANDY	733.13	Wire, Master
1W	SPA9835	468999		ACTON CATV, INC.	SANDY	9999.99	Wire
1W	S028702	173575	263676	TCI OF INDIANA, INC.	SANDY	733.45	Crossing - Private Roadway
1W	214349	0184050	0571226	SANDY CITY CORPORATION	SANDY	736.45	Crossing Pipeline
1W	216856	189862	596502	ADESTA COMMUNICATIONS, INC	DRAPER	726.45	Crossing - Wireline
1W	220350	193212	609532	SIERRA PACIFIC COMMUNICATIONS	DRAPER	726.45	Crossing - Wireline
1W	202598	163538	193429	QWEST CORPORATION	DRAPER	728.60	Crossing - Wire Exhibit to Master
1W	219437	190627	598974	AT&T DBA TCI CABLEVISION OF UTAH	DRAPER	728.60	Crossing - Wireline
1W	207841	165757	195485	WASATCH PACIFIC	DRAPER	728.85	Crossing Pipeline
1W	S716417	155897	273856	QWEST CORPORATION	DRAPER	729.78	Wire
1W	207391	0167853	0197047	UTAH DEPARTMENT OF TRANSPORTATION	DRAPER		Crossing Pipeline
1W	SPA9090	468218		THANKSGIVING POINT, L.C.	MESA	720.00	None
1W	S717664	155888	275038	QUESTAR GAS COMPANY	MESA	720.05	Pipeline
1W	S717665	155889	275039	QUESTAR GAS COMPANY	MESA	720.05	Pipeline
1W	S717300	0156286	0274744	LEHI CITY CORPORATION	MESA	719.76	Pipeline
1W	S716402	155885	273850	QWEST CORPORATION	LEHI	716.28	Wire
1W	S716403	155886	273851	QWEST CORPORATION	LEHI	716.28	Wire
1W	205848	169052	197851	QUESTAR	LEHI	716.28	Wire
1W	211315	177585	542366	TCI CABLEVISION OF UTAH INC	LEHI	716.95	Crossing Pipeline
1W	209051	88485	523279	QWEST CORPORATION	LEHI	718.59	Crossing - Wireline
1W	S717166	175412	274636	THANKSGIVING POINT	LEHI	718.60	Crossing - Wireline
1W	S717167	274637		THANKSGIVING POINT	LEHI	719.97	Pipeline
1W	S714589	0187450	0262967	LEHI CITY MUNICIPAL CORP	LEHI	719.97	Pipeline
1W	S716803	0155884	0274202	LEHI CITY CORPORATION	LEHI	715.76	Crossing Pipeline
					LEHI	716.04	Wire

SCHEDULE 3.6 - Assigned Leases and Assigned Other Agreements on Section 3.2 Properties, Section 3.4 Properties and Current NC Properties

LINE	AUDIT NUMBER	NUMBER	PROJECT NAME	PARTY NAME	CITY	MILEPOST	DESCRIPTION
S716804	0274203	LEHI CITY CORPORATION	LEHI	716.04	Wire		
220535	0197020	0623247	LEHI CITY	LEHI	716.55	Crossing Pipeline	
223438	0205456	0648496	AT&T BROADBAND, INC.	LEHI	716.79	Crossing - Wireline	
S715420	0155887	0273101	LEHI CITY CORPORATION	LEHI	716.95	Crossing Pipeline	
219738	0189872	0596514	LEHI CITY	LEHI	718.02	Crossing Pipeline	
206522	0166398	0195985	LEHI CITY CORPORATION	LEHI	718.58	Crossing - Wireline	
206523	0166395	0195984	LEHI CITY CORPORATION	LEHI	718.58	Crossing Pipeline	
208938	0078382	0515817	LEHI CITY CORPORATION	LEHI	718.96	Crossing Pipeline	
220982	0196494	0621438	LEHI CITY CORPORATION	LEHI	721.93	Crossing Pipeline	
S012253	263243	LEHI CITY MUNICIPAL CORP	LEHI	9999.99	Crossing - Private Roadway		
S016441	0263244	LEHI CITY MUNICIPAL CORP	LEHI	9999.99	Crossing - Private Roadway		
S019446	0262426	LEHI CITY OF	LEHI	9999.99	Crossing - Private Roadway		
S719958	155880	278388	QWEST CORPORATION	LEHI	711.74	Wire	
S028701	173576	TCI OF INDIANA, INC.	AMERICAN FORK	713.90	Crossing - Private Roadway		
S719461	155881	277982	QUESTAR GAS COMPANY	AMERICAN FORK	714.11	Pipeline	
S719462	155882	277983	QUESTAR GAS COMPANY	AMERICAN FORK	714.11	Pipeline	
SPY9941	436378	FORD PROPERTIES, INC.	AMERICAN FORK	714.11	Pipeline		
201109	59685	189327	TIMPANOGOS SPECIAL SERVICES DISTRICT	AMERICAN FORK	714.14	Pipeline	
209665	174762	525215	PACIFICORP (UTAH POWER & LIGHT COMPANY)	AMERICAN FORK	715.01	Crossing Pipeline	
SPA9834	468998	ACTON CATV, INC.	AMERICAN FORK		Crossing - Wireline		
SPY9831	436265	K & P PLUMBING AND HEATING INC	AMERICAN FORK		Wire		
215510	0079980	0516807	AMERICAN FORK CITY CORPORATION	AMERICAN FORK		None	
215482	0079981	0516810	AMERICAN FORK CITY CORPORATION	AMERICAN FORK	712.38	Crossing Pipeline	
153056	0046847	0126288	AMERICAN FORK CITY	AMERICAN FORK	713.12	Crossing Pipeline	
S715542	0155883	0273192	AMERICAN FORK CITY	AMERICAN FORK	766.51	Consent Pipeline Crossing in Public ROW	
175400	0043184	0151515	AMERICAN FORK CITY CORPORATION	AMERICAN FORK	714.14	Crossing Pipeline	
S019157	184772	572469	BASIC MANUFACTURING AND TECHNOLOGIES OF UTAH, INC	GENEVA	767.66	Crossing Pipeline	
SPA9846	184771	572443	BASIC MANUFACTURING AND TECHNOLOGIES OF UTAH, INC	GENEVA	709.74	Crossing Pipeline	
S029346	184775	572480	UNITED STATES STEEL CORPORATION	GENEVA		Crossing Pipeline	
201757	58597	188216	ELECTRIC LIGHTWAVE	OREM	708.20	Crossing - Pipeline	
205896	169233	198003	QUESTAR	OREM	708.31	Crossing - Wireline	
201686	93389	188217	ELECTRIC LIGHTWAVE	OREM	707.02	Crossing Pipeline	
207394	173581	506720	TCI OF INDIANA, INC.	OREM	707.11	Crossing - Wireline	
122181	0585811	OREM CITY CORPORATION	OREM	707.02	Crossing - Wireline		
219803	0192937	0607179	CITY OF OREM	OREM	0.00	Crossing Pipeline	
211428	0175730	0529416	CITY OF OREM	OREM	705.84	Crossing - Wireline	
211297	0174745	0525165	CITY OF OREM	OREM	706.45	Encroachment - Pipeline	
SPY9808	0436242	UTAH DEPARTMENT OF TRANSPORTATION	OREM CITY	758.55	Encroachment - Pipeline		
ment 4)					707.10	None	
220277	195314	618288	QUESTAR GAS COMPANY	AMERICAN FORK		Crossing Pipeline	
216204	98494	577303	AIRSWITCH	AMERICAN FORK	712.38	Crossing Pipeline	
206107	44747	199230	QUESTAR GAS COMPANY	AMERICAN FORK	713.90	Crossing - Wireline	
A101973	556787	UTAH POWER & LIGHT COMPANY	PROVO	715.42	Crossing Pipeline		
					0.00	Crossing - Wireline	

SCHEDULE 3.6 - Assigned Leases and Assigned Other Agreements on Section 3.2 Properties, Section 3.4 Properties and Current NC Properties

LINE	AUDIT NUMBER	FOUNDER PROJECT NUMBER	PARTY NAME	CITY	MILERPOST	DESCRIPTION
A56203		602080	MCCARTHY, WILSON	PROVO	0.00	Crossing - Wireline
A65188		603350	UTAH POWER & LIGHT COMPANY	PROVO	0.00	Crossing - Wireline
A92203		552683	MOUNTAIN FUEL SUPPLY COMPANY	PROVO	0.00	Crossing Pipeline
A91424		611213	MOUNTAIN FUEL SUPPLY COMPANY	PROVO	0.00	Crossing Pipeline
LAC1457		548777	J.E. DANIELS	PROVO	0.00	Crossing Pipeline
169429		44504	QWEST CORPORATION	PROVO	0.00	Crossing Pipeline
201807		160891	BROOKS FIBER COMMUNICATIONS OF UTAH, INC.	PROVO	750.29	Crossing - Wire Exhibit to Master
191284		69393	ELECTRIC LIGHTWAVE, INC.	PROVO	750.53	Crossing - Wireline
118780		586584	UTAH POWER & LIGHT COMPANY	PROVO	750.55	Crossing - Wireline
121932		585719	PEAY, LYNN	SPRINGVILLE	0.00	Crossing - Wireline
130536		582153	MOUNTAIN FUEL SUPPLY COMPANY	SPRINGVILLE	0.00	Crossing - Private Roadway
139028		577538	INTERMOUNTAIN POWER AGENCY	SPRINGVILLE	0.00	Crossing Pipeline
A47796		545213	ALLEMAN, LYNN	SPRINGVILLE	0.00	Warning Devices - Public Roadway
A59873		602538	UTAH POWER & LIGHT COMPANY	SPRINGVILLE	0.00	Crossing - Private Roadway
A73677		605124	UTAH POWER & LIGHT COMPANY	SPRINGVILLE	0.00	Crossing - Wireline
A77438		527371	UTAH POWER & LIGHT COMPANY	SPRINGVILLE	0.00	Crossing - Wireline
LAC328		547916	L.L. NUNN	SPRINGVILLE	0.00	Crossing - Wireline
218730		194352	QWEST CORPORATION	SPRINGVILLE	0.00	Crossing - Wireline
202283		162703	QWEST CORPORATION	SPRINGVILLE	746.43	Crossing - Wireline
219599		196500	QWEST CORPORATION	SPRINGVILLE	747.98	Crossing - Wire Exhibit to Master
A102972		557152	STRAWBERRY WATER USERS ASSN.	SPRINGVILLE	749.39	Crossing - Wireline
218284		191702	ADESTA COMMUNICATIONS	SPANISH FORK	0.00	Crossing - Wireline
200099		195213	SIERRA PACIFIC COMMUNICATIONS	SPANISH FORK	745.86	Crossing - Wireline
A91899		0611363	PROVO CITY CORPORATION	PROVO	0.00	Crossing Pipeline
A87617		61923	PROVO, UTAH, CITY OF	PROVO	0.00	Crossing - Wireline
A91898		0611362	UTAH, STATE OF	PROVO	0.00	Crossing Pipeline
LAC2794		0549446	PROVO CITY OF	PROVO	0.00	Crossing Pipeline
LAC3152		0549548	PROVO, CITY OF	PROVO	0.00	Crossing Pipeline
LAC3452		0549706	UTAH COUNTY DRAINAGE DIST. 1	PROVO	0.00	Crossing Pipeline
154799		0046623	PROVO CITY ENERGY DEPARTMENT	PROVO	750.21	Crossing - Wireline
A108411		0068525	PROVO CITY CORPORATION	PROVO	750.53	Crossing Pipeline
176865		0070841	PROVO CITY STORM WATER DIST	PROVO	752.16	Crossing Pipeline
155817		0043701	PROVO CITY CORPORATION	PROVO	753.29	Consent Pipeline Crossing in Public ROW
S025208		0165711	PROVO CITY CORPORATION	PROVO	9999.99	Crossing - Private Roadway
208743		0184738	SPRINGVILLE CITY CORPORATION	SPRINGVILLE	746.42	Crossing Pipeline
214297		0200487	SPRINGVILLE CITY	SPRINGVILLE	746.42	Crossing Pipeline
221481		0067173	SPRINGVILLE CITY CORPORATION	SPRINGVILLE	746.43	Crossing Pipeline
130153		0164805	UTAH COUNTY	SPRINGVILLE	747.90	Crossing - Public Roadway
205093		0164805	SPANISH FORK UT, CITY OF	SPANISH FORK	2.72	Crossing Pipeline
223584		0164998	SPANISH FORK CITY	SPANISH FORK	3.45	Crossing - Wireline
223583		0184997	SPANISH FORK CITY	SPANISH FORK	3.46	Crossing Pipeline
LAC3459		0549709	UTAH COUNTY DRAINAGE DIST. 1	SPANISH FORK	748.00	Crossing Pipeline
S028944		0263505	SPANISH FORK UT, CITY OF	SPANISH FORK	9999.99	Crossing - Private Roadway
A74435		0605298	PACIFIC STATES CAST IRON PIPE COMPANY	IRON TON	0.00	Crossing Pipeline
OUR297		621194	POSTAL TELEGRAPH CABLE COMPANY	OGDEN	0.00	Crossing - Wireline

ment 5)

SCHEDULE 3.6 - Assigned Leases and Assigned Other Agreements on Section 3.2 Properties, Section 3.4 Properties and Current NC Properties

LINE	AUDIT NUMBER	FOLDER PROJECT NUMBER	NUMBER	PROPERTY NAME	DISTRICT	CITY	MILEPOST	DESCRIPTION
212754		179287	553674	CENTRAL WEBER SEWER IMPROVEMENT	OGDEN	OGDEN	818.03	Crossing Pipeline
222355		203567	642560	TCI CABLEVISION OF UTAH	OGDEN	OGDEN	815.88	Crossing - Wireline
OUR1010		0621800		MOUNTAIN STATES TELEPHONE & TELEGRAPH CO.	OGDEN	OGDEN	0.00	Crossing - Wireline
OUR115		0620962		OGDEN CITY	OGDEN	OGDEN	0.00	Crossing Pipeline
OUR1226		0621992		MOUNTAIN STATES TELEPHONE & TELEGRAPH CO	OGDEN	OGDEN	0.00	Crossing - Wireline
OUR1351		0509048		MOUNTAIN STATES TELEPHONE & TELEGRAPH	OGDEN	OGDEN	0.00	Crossing - Wireline
OUR1365		0622139		MOUNTAIN STATES TELEPHONE & TELEGRAPH CO	OGDEN	OGDEN	0.00	Crossing - Wireline
OUR1387		0622161		MOUNTAIN STATES TELEPHONE & TELEGRAPH CO	OGDEN	OGDEN	0.00	Crossing - Wireline
OUR697		0621436		OGDEN CITY	OGDEN	OGDEN	0.00	Crossing Pipeline
225358		209675		TCI CABLEVISION OF UTAH	WOODS CROSS	WOODS CROSS	755.19	Crossing - Wireline
227566		213073		TCI CABLEVISION OF UTAH	ROY	ROY	812.87	Crossing - Wireline
227567		214215		TCI CABLEVISION OF UTAH	LAYTON	LAYTON	804.50	Crossing - Wireline
227752		215191		JACK B PARSON COMPANY	LAYTON	LAYTON	806.11	CROE
227888		213756		FARMINGTON CITY OF	FARMINGTON	FARMINGTON	797.80	Crossing Public Roadway
228199		215503		UDOT	FARMINGTON	FARMINGTON	798.30	Crossing Public Roadway
228763		215961		UDOT	FARMINGTON	FARMINGTON	798.50	Crossing Public Roadway
229292		215144		UDOT	LAYTON	LAYTON	800.90	Crossing - Wireline
229589		218476		UDOT	LAYTON	LAYTON	807.14	Signal Interconnect
229667		217058		PACIFICCORP	CENTERVILLE	CENTERVILLE	794.10	Crossing - Wireline
234102		227364		PACIFICCORP	FARMINGTON	FARMINGTON	797.70	Crossing - Wireline
234110		227362		PACIFICCORP	OGDEN	OGDEN	817.16	Crossing - Wireline
235811		230809		ILDS CHURCH	OGDEN	OGDEN	802.51	Crossing - Wireline
108943		651795		UTAH POWER AND LIGHT	KAYSVILLE	KAYSVILLE	0.00	Crossing - Wireline
109899		650977		MOUNTAIN STATES TELEPHONE	OGDEN	OGDEN	0.00	Crossing - Wireline
OUR1163		101987		CENTRAL WEBER SEWER IMPROVEMENT DIST	OGDEN	OGDEN	0.00	Crossing - Wireline
118117		586910		MOUNTAIN FUEL SUPPLY COMPANY	OGDEN	OGDEN	0.00	Crossing Pipeline
118730		586570		WEBER BASIN WATER CONSERVANCY DISTRICT	ROY	ROY	0.00	Crossing Pipeline
123708		585219		MOUNTAIN FUEL SUPPLY COMPANY	ROY	ROY	0.00	Crossing Pipeline
A101015		615381		ROY WATER CONSERVANCY SUBDISTRICT	ROY	ROY	0.00	Crossing Pipeline
A102695		557021		WEBER BASIN WATER DISTRICT	ROY	ROY	0.00	Crossing Pipeline
A103174		557206		WEBER BASIN WATER DISTRICT	ROY	ROY	0.00	Crossing Pipeline
A55247		601994		UTAH POWER & LIGHT COMPANY	ROY	ROY	0.00	Crossing - Wireline
A57217		602192		ROBINS CANNING COMPANY	ROY	ROY	0.00	Crossing Pipeline
A68183		603990		ROY DITCH COMPANY	ROY	ROY	0.00	Crossing Pipeline
A70883		604682		UTAH POWER & LIGHT COMPANY	ROY	ROY	0.00	Crossing Pipeline
A86677		551422		MOUNTAIN FUEL SUPPLY COMPANY	ROY	ROY	0.00	Crossing - Wireline
A98806		614359		SCRIBNER DITCH COMPANY	ROY	ROY	0.00	Crossing Pipeline
130226		67241		WASATCH COMMUNITY T V	ROY	ROY	81.13	Crossing - Wireline
130426		67240		WASATCH COMMUNITY T V	ROY	ROY	81.18	Crossing - Wireline
131247		67430		COMMUNITY TELEVISION OF UTAH	ROY	ROY	81.23	Crossing - Wireline
131246		67429		COMMUNITY TELEVISION OF UTAH	ROY	ROY	81.28	Crossing - Wireline
131245		67428		COMMUNITY TELEVISION OF UTAH	ROY	ROY	81.38	Crossing - Wireline

SCHEDULE 3.6 - Assigned Leases and Assigned Other Agreements on Section 3.2 Properties, Section 3.4 Properties and Current NC Properties

LINE	AUDIT NUMBER	FOUNDER NUMBER	PARTY NAME	CITY	MILEPOST	DESCRIPTION
191004		68895 181727	QWEST CORPORATION	ROY	812.86	Crossing - Wire Exhibit to Master
202188		58083 192280	PACIFICORP	ROY	812.87	Crossing - Wireline
144674		50724 108951	JACOBSON, NOEL	ROY	813.03	Lease of Land for Agricultural Purposes
SLC178		51206 88144	SHURTLEFF, ILEAND W	ROY	81.32	Lease of Land for Agricultural Purposes
149327		75016 113740	BURNETT, BYRON	ROY	814.39	Lease of Land for Agricultural Purposes
142899		87301 107120	STRASBURG, TERRY & DEE	ROY	813.19	Lease of Land for Agricultural Purposes
A89306		88203 10568	CITY OF ROY	ROY	5.98	Lease of Land for Storage and Handling
A101644		63354 2036	CITY OF ROY	ROY	6.16	Encroachment - Pipeline
119085		0586403	ROY, CITY OF	ROY	0.00	Crossing Pipeline
128288		0582905	SUNSET, CITY OF	ROY	0.00	Crossing Pipeline
A103747		0531661	SUNSET, CITY OF	ROY	0.00	Crossing Pipeline
LD11430		0063116 0075528	UNITED STATES OF AMERICA	ROY	0.61	Crossing Pipeline
114951		0064906 0004914	SUNSET CITY CORPORATION	ROY	0.72	Encroachment - Pipeline
214848		0186247 0582229	UTAH DEPARTMENT OF TRANSPORTATION	ROY	778.44	Crossing - Wireline
167975		0044374 0142632	ROY CITY CORPORATION	ROY	4.21	Consent Pipeline Crossing in Public ROW
191119		0066591 0182299	ROY, CITY OF	ROY	812.27	Crossing Pipeline
191126		0066589 0182308	ROY, CITY OF	ROY	812.27	Crossing Pipeline
191250		0066592 0182866	NORTH DAVIS COUNTY SEWER DISTR	ROY	812.27	Crossing Pipeline
151847		0046462 0125178	ROY CITY CORPORATION	ROY	812.85	Consent Pipeline Crossing in Public ROW
153936		0046713 0127400	ROY CITY CORPORATION	ROY	813.87	Consent Pipeline Crossing in Public ROW
206645		0189381 0198134	ROY CITY CORPORATION	ROY	814.96	Crossing Pipeline
206935		0075895 0198776	ROY CITY CORP	ROY	814.98	Crossing Pipeline
A56060		61956 6505	CLEARFIELD	CLEARFIELD	1.15	Crossing Pipeline
120121		586202	MOUNTAIN FUEL SUPPLY COMPANY	CLEARFIELD	0.00	Crossing Pipeline
120829		585990	UTAH POWER & LIGHT COMPANY	CLEARFIELD	0.00	Crossing - Wireline
120881		586054	UTAH POWER & LIGHT COMPANY	CLEARFIELD	0.00	Crossing - Wireline
124198		585195	UTAH POWER & LIGHT COMPANY	CLEARFIELD	0.00	Crossing - Wireline
125535		584488	UTAH POWER & LIGHT COMPANY	CLEARFIELD	0.00	Crossing - Wireline
129655		582530	WASATCH COMMUNITY TV	CLEARFIELD	0.00	Crossing - Wireline
131116		581967	WASATCH COMMUNITY TV	CLEARFIELD	0.00	Crossing - Wireline
A100597		615238	UTAH POWER & LIGHT COMPANY	CLEARFIELD	0.00	Crossing - Wireline
A54223		545565	WOODS CROSS CANNING COMPANY	CLEARFIELD	0.00	Crossing Pipeline
A70448		604577	WOODS CROSS CANNING COMPANY	CLEARFIELD	0.00	Crossing Pipeline
A75324		605442	UTAH POWER & LIGHT COMPANY	CLEARFIELD	0.00	Crossing Pipeline
A87099		609509	UTAH POWER & LIGHT COMPANY	CLEARFIELD	0.00	Crossing - Wireline
A89407		610522	MOUNTAIN FUEL SUPPLY COMPANY	CLEARFIELD	0.00	Crossing Pipeline
102279		63419 2321	CLEARFIELD IRRIGATION COMPANY	CLEARFIELD	0.93	Encroachment - Pipeline
58986		120459	CLEARFIELD, TOWN OF	CLEARFIELD	0.98	Crossing Pipeline
A60766		50437 6738	UTAH DEPT OF TRANSPORTATION	CLEARFIELD	1.00	Encroachment - Pipeline
X16509		43975 82560	QUESTAR GAS COMPANY	CLEARFIELD	9.92	Crossing Pipeline
A98580		88502 12798	HEATER, JOHN C	CLEARFIELD	10.01	Lease of Land and/or RR Owned Buildings
57085		66871 143854	PACIFICORP	CLEARFIELD	11.59	Crossing - Wireline
135997		66657 105616	STEVENSON DITCH CORPORATION	CLEARFIELD	80.70	Encroachment - Drainage Agreement
131112		67316 104539	WASATCH COMMUNITY TV	CLEARFIELD	80.98	Crossing - Wireline
A103836		67336 3120	WEBER BASIN WATER CONSERVANCY	CLEARFIELD	81.03	Crossing - Wireline
219714		196839 621661	QWEST CORPORATION	CLEARFIELD	807.15	Crossing - Wireline
173008		61242 148885	WEST LAYTON IRRIGATION COMPANY	CLEARFIELD	807.42	Consent Pipeline Crossing in Public ROW

SCHEDULE 3.6 - Assigned Leases and Assigned Other Agreements on Section 3.2 Properties, Section 3.4 Properties and Current NC Properties

LINE	AUDIT NUMBER	NUMBER	PARTY NAME	CITY	MILEPOST	DESCRIPTION
170306	44584	145769	PACIFICORP, DBA UTAH POWER & L	CLEARFIELD	807.43	Crossing - Wire Exhibit to Master
170925	42587	146895	TCI CABLEVISION OF UTAH	CLEARFIELD	807.44	Consent Wire Crossing in Public ROW
168948	70161	143708	QWEST CORPORATION	CLEARFIELD	807.47	Crossing - Wire Exhibit to Master
156712	43777	130431	PACIFICORP DBA	CLEARFIELD	807.64	Encroachment - Wireline
157009	43747	130786	QUESTAR GAS COMPANY	CLEARFIELD	807.64	Encroachment - Wireline
144506	52979	108778	TCI OF INDIANA, INC	CLEARFIELD	808.54	Encroachment - Wireline
152216	46455	125568	MST&T	CLEARFIELD	808.54	Encroachment - Wireline
173032	49880	148984	CITY OF CLEARFIELD	CLEARFIELD	808.62	Consent Wire Crossing in Public ROW
129778	67234	104246	WASATCH COMMUNITY TV	CLEARFIELD	809.10	Roadway Encroachment
161934	43968	136025	DAVIS AND WEBER COUNTIES CANAL	CLEARFIELD	809.17	Crossing - Wireline
216671	189876	596518	AT&T CABLE SERVICES	CLEARFIELD	810.80	Crossing Pipeline
119680	0586389		CLEARFIELD; CITY OF	CLEARFIELD	810.80	Crossing - Wireline
123987	0585113		CLEARFIELD CITY CORPORATION	CLEARFIELD	0.00	Crossing Pipeline
A102422	0615720		CLEARFIELD CITY CORPORATION	CLEARFIELD	0.00	Crossing Pipeline
104736	0063653	0100146	CLEARFIELD, UTAH, CITY OF	CLEARFIELD	0.98	Encroachment - Pipeline
LD11606	0061116	0075534	UNITED STATES OF AMERICA	CLEARFIELD	1.04	Crossing Pipeline
122050	0160646		CLEARFIELD, UTAH	CLEARFIELD	1.21	Crossing Pipeline
A101331	0160645		CLEARFIELD, UTAH	CLEARFIELD	1.30	Crossing Pipeline
A104220	0067508	0003330	CLEARFIELD, THE CITY OF	CLEARFIELD	80.75	Crossing Pipeline
136282	0068415	0105688	CLINTON CITY	CLEARFIELD	81.13	Crossing Pipeline
203678	0163247	0193108	CITY OF CLINTON	CLEARFIELD	773.32	Crossing Pipeline
205110	0163071	0193102	CITY OF CLINTON	CLEARFIELD	773.32	Crossing Pipeline
174422	0044585	0150338	NORTH DAVIS COUNTY SEWER DISTR	CLEARFIELD	805.47	Crossing Pipeline
157380	0043824	0131163	MOUNTAIN STATES TELEPHONE & TE	CLEARFIELD	807.64	Encroachment - Wireline
X17823	43976	134542	QUESTAR GAS COMPANY	BRIDGE JCT	1.37	Crossing Pipeline
X15276	46910	82558	QUESTAR GAS COMPANY	BRIDGE JCT	1.42	Encroachment - Pipeline
201669	159235	188969	QWEST CORPORATION	BRIDGE JCT	814.98	Crossing - Wire Exhibit to Master
165230	44262	139547	QWEST CORPORATION	BRIDGE JCT	816.84	Crossing - Wire Exhibit to Master
202064	159254	188990	QWEST CORPORATION	BRIDGE JCT		Crossing - Wire Exhibit to Master
116268	587306		SMEDLEY DEVELOPMENT COMPANY	LAYTON	0.00	Crossing Pipeline
124266	585035		UTAH POWER & LIGHT COMPANY	LAYTON	0.00	Crossing - Wireline
124831	584964		DALE CORPORATION	LAYTON	0.00	Encroachment - Drainage Agreement
129596	582512		WASATCH COMMUNITY TV	LAYTON	0.00	Crossing - Wireline
A61855	546108		MOUNTAIN FUEL SUPPLY COMPANY	LAYTON	0.00	Crossing Pipeline
A64788	546372		MOUNTAIN FUEL SUPPLY COMPANY	LAYTON	0.00	Crossing Pipeline
A80075	527660		MOUNTAIN FUEL SUPPLY COMPANY	LAYTON	0.00	Crossing Pipeline
A92841	552990		UTAH POWER & LIGHT COMPANY	LAYTON	0.00	Crossing - Wireline
A103831	67314	3116	QUESTAR GAS COMPANY	LAYTON	804.00	Crossing Pipeline
156713	46933	130429	SMITH'S FOOD & DRUG CENTERS	LAYTON	805.57	Crossing - Wireline
147890	50842	112362	PACIFICORP	LAYTON	805.76	Crossing - Wireline
169175	44476	143934	QWEST CORPORATION	LAYTON	805.79	Crossing - Wire Exhibit to Master
A50505	60847	6200	LAYTON, TOWN OF	LAYTON	1.49	Crossing - Wireline
80642	61460	122720	PACIFICORP	LAYTON	804.20	Crossing - Wireline
139418	10777	106093	WASATCH COMMUNITY TV, INC	LAYTON	806.10	Crossing - Wireline
120391	0586263		LAYTON; CITY OF	LAYTON	0.00	Crossing Pipeline
127252	0583706		LAYTON; CITY OF	LAYTON	0.00	Crossing Pipeline
129417	0582590		LAYTON CITY	LAYTON	0.00	Crossing Pipeline

SCHEDULE 3.6 - Assigned Leases and Assigned Other Agreements on Section 3.2 Properties, Section 3.4 Properties and Current NC Properties

LINE	AUDIT NUMBER	FOLDER PROJECT NUMBER	PARTY NAME	CITY	MILEPOST	DESCRIPTION
LD12117		0061311 0075549	LAYTON, CITY OF	LAYTON	1.54	Crossing Pipeline
23274		0201952 0637654	DAVIS & WEBER COUNTIES CANAL COMPANY	LAYTON	720.16	Crossing Pipeline
103073		0066960 0130766	LAYTON, UTAH, CITY OF	LAYTON	804.33	Encroachment - Pipeline
A104464		0067665 0003495	LAYTON, CITY OF	LAYTON	804.57	Encroachment - Pipeline
223786		0205472 0648516	PACIFICORP	LAYTON	805.75	Crossing - Wire Exhibit to Master
157482		0602111 0131274	LAYTON, UTAH, CITY OF	LAYTON	805.78	Crossing - Public Roadway
151246		0046308 0115710	LAYTON CITY CORPORATION	LAYTON	805.83	Crossing Pipeline
151247		0046306 0115711	LAYTON CITY CORPORATION	LAYTON	805.83	Crossing Pipeline
151248		0046307 0115712	LAYTON CITY CORPORATION	LAYTON	805.83	Crossing Pipeline
777.071		0067125 0000072	LAYTON CITY OF	LAYTON	806.10	Crossing Pipeline
223982		0206544 0650813	WASATCH COMMUNITY T.V. INCORPORATED	LAYTON	806.10	Crossing Pipeline
220822		0182216 0563914	LAYTON CITY	LAYTON	807.14	Crossing Pipeline
118214		586825	MOUNTAIN FUEL SUPPLY COMPANY	KAYSVILLE	0.00	Crossing Pipeline
120203		586213	HAIGHTS CREEK IRRIGATION COMPANY	KAYSVILLE	0.00	Crossing Pipeline
188862		65521 174974	HAIGHTS CREEK IRRIGATION CO.	KAYSVILLE	801.00	Crossing - Drainage/Irrigation Ditch
210543		176535 534274	QWEST CORPORATION	KAYSVILLE	802.70	Crossing - Wireline
122723		0585589	KAYSVILLE, CITY OF	KAYSVILLE	0.00	Crossing Pipeline
124127		0585153	UTAH, STATE OF	KAYSVILLE	0.00	Crossing Pipeline
128351		0582960	KAYSVILLE CITY CORPORATION	KAYSVILLE	0.00	Crossing Pipeline
A101118		0066177 0001603	KAYSVILLE CITY CORPORATION	KAYSVILLE	1.63	Crossing - Wireline
A78822		0061965 0138886	KAYSVILLE CITY CORPORATION	KAYSVILLE	16.27	Crossing - Wireline
180277		0057754 0157354	CENTRAL DAVIS COUNTY SEWER DIS	KAYSVILLE	799.85	Crossing Pipeline
A106239		0010761 0100440	KAYSVILLE CITY CORP.	KAYSVILLE	800.20	Crossing Pipeline
156241		0046932 0129888	CENTRAL DAVIS COUNTY SEWER DIS	KAYSVILLE	802.42	Crossing Pipeline
156622		0043770 0130332	KAYSVILLE CITY CORPORATION	KAYSVILLE	802.51	Consent Wire Crossing in Public ROW
131546		0067368 0104646	KAYSVILLE, CITY OF	KAYSVILLE	802.80	Crossing Pipeline
156735		0046829 0130467	KAYSVILLE CITY CORPORATION	KAYSVILLE	803.09	Crossing Pipeline
SPY9786		0436215	KAYSVILLE CITY CORPORATION	KAYSVILLE		Pipeline
117815		586980	UTAH POWER & LIGHT COMPANY	FARMINGTON	0.00	Crossing - Wireline
125874		584385	FARMINGTON AREA PRESSURIZED IRRIGATION	FARMINGTON	0.00	Crossing Pipeline
A97864		555083	UTAH POWER & LIGHT COMPANY	FARMINGTON	0.00	Crossing - Wireline
A98035		613901	UTAH POWER & LIGHT COMPANY	FARMINGTON	0.00	Crossing - Wireline
A98453		614141	MOUNTAIN FUEL SUPPLY COMPANY	FARMINGTON	0.00	Crossing Pipeline
A54185		61455 6433	PACIFICORP	FARMINGTON	2.34	Crossing - Wireline
76985		61809 138778	WEBER BASIN WATER CONSERVANCY	FARMINGTON	8.73	Crossing Pipeline
132910		67838 5281	WASATCH COMMUNITY TV, INC	FARMINGTON	797.72	Crossing - Wireline
A86249		62913 179957	UTAH POWER DBA PACIFICORP	FARMINGTON	799.74	Crossing - Wireline
121777		0585983	CENTRAL DAVIS COUNTY SEWER DISTRICT	FARMINGTON	0.00	Crossing Pipeline
A94393		0612373	MOUNTAIN STATES TELEPHONE & TELEGRAPH CO.	FARMINGTON	0.00	Crossing - Wireline
169426		0044445 0144197	FARMINGTON CITY CORPORATION	FARMINGTON	797.37	Crossing Pipeline
A105827		0068237 0004206	FARMINGTON, UTAH, CITY OF	FARMINGTON	797.60	Crossing Pipeline
222317		0201488 0636525	FLUOR AMES KRAEMER, LLC	FARMINGTON	798.25	Crossing - Private Roadway
190968		0069280 0181618	CENTRAL DAVIS COUNTY SEWER DIS	FARMINGTON	798.62	Crossing Pipeline
120692		586146	MOUNTAIN FUEL SUPPLY COMPANY	CENTERVILLE	0.00	Crossing Pipeline
A100643		615252	UTAH POWER & LIGHT COMPANY	CENTERVILLE	0.00	Crossing - Wireline
A86259		604007	UTAH POWER & LIGHT COMPANY	CENTERVILLE	0.00	Crossing - Wireline

SCHEDULE 3.6 - Assigned Leases and Assigned Other Agreements on Section 3.2 Properties, Section 3.4 Properties and Current NC Properties

LINE	AUDIT NUMBER	FOUNDER PROJECT NUMBER	PARTY NAME	CITY	MILEPOST	DESCRIPTION
A98400		614108	MOUNTAIN FUEL SUPPLY COMPANY	CENTERVILLE		Crossing Pipeline
100287	65805	99409	QUESTAR GAS COMPANY	CENTERVILLE	0.00	Crossing Pipeline
119679	65451	102529	PAGES LANE STORM DRAIN ASSOCIA	CENTERVILLE	2.60	Crossing Pipeline
205512	161576	198923	PACIFICORP	CENTERVILLE	26.17	Crossing - Wireline
201596	159226	188960	PACIFICORP	CENTERVILLE	791.83	Crossing - Wire Exhibit to Master
130202	67301	104330	WASATCH COMMUNITY TV	CENTERVILLE	792.99	Crossing - Wireline
203667	162320	192039	NEXTLINK OF UTAH LLC	CENTERVILLE	793.00	Wire
166823	43990	141074	WEBER BASIN WATER CONSERVANCY	CENTERVILLE	793.02	Crossing Pipeline
121649	0585866		CENTERVILLE; CITY OF	CENTERVILLE	796.12	Crossing Pipeline
			SOUTH DAVIS COUNTY SEWER IMPROVEMENT		0.00	
A103471		0557543	DISTRICT	CENTERVILLE	0.00	Crossing Pipeline
120115	0085511	0102614	DAVIS COUNTY FLOOD CONTROL	CENTERVILLE	26.47	Encroachment - Drainage Agreement
185671	0064297	0166200	CENTERVILLE, CITY OF	CENTERVILLE	791.50	Encroachment - Drainage Agreement
A104121	0067517	0003277	DAVIS COUNTY FLOOD CONTROL COM	CENTERVILLE	791.92	Encroachment - Pipeline
161847	0044009	0135944	CENTERVILLE, UTAH; CITY OF	CENTERVILLE	793.01	Crossing Pipeline
216611	0095198	0574894	DAVIS COUNTY	CENTERVILLE	794.12	Crossing Pipeline
99617	62965	326754	BOUNTIFUL	WOODS CROSS	28.20	Crossing - Wireline
113328		519583	UTAH POWER & LIGHT COMPANY	WOODS CROSS	0.00	Crossing - Wireline
A57444	524784		UTAH LIGHT & TRACTION COMPANY	WOODS CROSS	0.00	Crossing - Wireline
A71844	604848		PIONEER PIPE LINE COMPANY	WOODS CROSS	0.00	Crossing Pipeline
A72142	604882		UTAH POWER & LIGHT COMPANY	WOODS CROSS	0.00	Crossing - Wireline
A73748	605134		PHILLIPS PETROLEUM COMPANY	WOODS CROSS	0.00	Crossing - Wireline
A81361	607464		UTAH POWER & LIGHT COMPANY	WOODS CROSS	0.00	Crossing - Wireline
A81879	607655		UTAH POWER & LIGHT COMPANY	WOODS CROSS	0.00	Crossing - Wireline
A82225	550545		PHILLIPS PETROLEUM COMPANY	WOODS CROSS	0.00	Crossing Pipeline
A99332	555785		HATCH, W.S. COMPANY	WOODS CROSS	0.00	Industrial Track Agreement w/o Maint Chg
A51363	601584		MOUNTAIN STATES TELEPHONE & TELEGRAPH CO.	WOODS CROSS	0.00	Wireline
A50354	60774	6184	WASATCH OIL REFINING COMPANY	WOODS CROSS	2.81	Crossing Pipeline
A50419	60754	6193	WASATCH OIL REFINING COMPANY	WOODS CROSS	2.81	Crossing - Wireline
97500	62846	124676	QUESTAR GAS COMPANY	WOODS CROSS	25.44	Crossing Pipeline
102594	63445	2474	PACIFICORP	WOODS CROSS	26.02	Crossing - Wireline
132861	67840	104958	WASATCH COMMUNITY TV, INC.	WOODS CROSS	79.02	Crossing - Wireline
124356	103242		PACIFICORP	WOODS CROSS	79.06	Crossing - Wireline
103799	67317	99935	PACIFICORP	WOODS CROSS	79.08	Crossing - Wireline
59260	60316	120477	PHILLIPS PETROLEUM COMPANY	WOODS CROSS	79.10	Encroachment - Pipeline
129741	67235	104232	WASATCH COMMUNITY TV	WOODS CROSS	79.10	Crossing - Wireline
A79496	87773	8997	WOODS CROSS CITY	WOODS CROSS	79.11	Encroachment - Public Roadway
204768	162318	192037	NEXTLINK OF UTAH LLC	WOODS CROSS	79.28	Wire
173785	42585	149762	PIONEER PIPE LINE COMPANY	WOODS CROSS	790.37	Crossing Pipeline
203571	162319	192038	NEXTLINK OF UTAH LLC	WOODS CROSS	790.85	Wire
50450	50450	119807	PHILLIPS PETROLEUM COMPANY	WOODS CROSS	790.91	Crossing Pipeline
179345	59270	155989	PHILLIPS 66 COMPANY	WOODS CROSS	790.91	Crossing Pipeline
			SOUTH DAVIS COUNTY SEWER IMPROVEMENT			
A102385	0556926		DISTRICT	WOODS CROSS	0.00	Crossing Pipeline
122413	0065711	0130539	WOODS CROSS CITY	WOODS CROSS	28.30	Crossing Pipeline
115190	0064973	0130540	WOODS CROSS CITY	WOODS CROSS	28.79	Crossing Pipeline

SCHEDULE 3.6 - Assigned Leases and Assigned Other Agreements on Section 3.2 Properties, Section 3.4 Properties and Current NC Properties

LINE	AUDIT NUMBER	PROPERTY PROJECT NUMBER	PARTY NAME	CITY	MILEPOST	DESCRIPTION
90728		0062228	WOODS CROSS, UTAH, TOWN OF	WOODS CROSS	28.79	Crossing Pipeline
121439		0065658	WOODS CROSS, CITY OF	WOODS CROSS	79.08	Encroachment - Pipeline
106124		0042746	DAVIS COUNTY CORPORATION	WOODS CROSS	79.14	Crossing Pipeline
S717301		156287	LEHI CITY CORPORATION	WOODS CROSS	719.76	Pipeline
152907		0046504	WOODS CROSS, UTAH, CITY OF	WOODS CROSS	789.29	Consent Pipeline Crossing in Public ROW
223906		0205312	M.C. GREEN & SONS, INC.	WOODS CROSS	789.79	Crossing Pipeline
A103984		0067649	WOODS CROSS CITY CORPORATION	WOODS CROSS	789.98	Encroachment - Drainage Agreement
159004		0043755	WOODS CROSS CITY, UTAH	WOODS CROSS	790.92	Consent Pipeline Crossing in Public ROW
156526		0043754	WOODS CROSS, UTAH, CITY OF	WOODS CROSS	791.01	Consent Pipeline Crossing in Public ROW
124516		584997	UTAH POWER & LIGHT COMPANY	PIONEER	0.00	Crossing - Wireline
A100852		615335	WESTERN REFINING COMPANY	PIONEER	0.00	Crossing Pipeline
A74954		605380	UTAH POWER & LIGHT COMPANY	PIONEER	0.00	Crossing - Wireline
132859		67839	WASATCH COMMUNITY TV, INC	PIONEER	78.93	Crossing - Wireline
166845		44181	QWEST CORPORATION	PIONEER	789.30	Crossing - Wire Exhibit to Master
175526		44177	PHILLIPS PETROLEUM COMPANY	PIONEER	789.61	Encroachment - Pipeline
127643		0583308	DAVIS COUNTY	PIONEER	0.00	Crossing Pipeline
A106713		0042722	NORTH SALT LAKE, CITY OF	PIONEER	78.86	Crossing Pipeline
A105874		0068229	DAVIS COUNTY CORP.	PIONEER	78.87	Crossing Pipeline
158736		0072845	NORTH SALT LAKE CITY, UTAH	PIONEER	788.90	Consent Pipeline Crossing in Public ROW
A67506		60940	BIG WEST OIL COMPANY	N SALT LAKE CITY	31.39	Crossing Pipeline
106904		63960	BIG WEST OIL CO.	N SALT LAKE CITY	31.64	Crossing Pipeline
A73189		61357	PIONEER PIPE LINE COMPANY	N SALT LAKE CITY	787.89	Encroachment - Pipeline
140760		50464	PACIFICORP	N SALT LAKE CITY	787.87	Crossing - Wireline
131199		67354	HOWARD MAXE	N SALT LAKE CITY	788.47	Crossing - Private Roadway
A106304		59127	STRUCTURAL STEEL & FABRICATION	N SALT LAKE CITY	788.63	Crossing - Private Roadway
206434		171025	NEXTEL OF UTAH, LLC	N SALT LAKE CITY	788.93	Crossing - Wireline
157503		46955	PHILLIPS PETROLEUM COMPANY	N SALT LAKE CITY	789.44	Crossing Pipeline
205448		0163153	UTAH DEPARTMENT OF TRANSPORTATION	N SALT LAKE CITY	749.91	Crossing - Wireline
220943		0196084	BIG WEST OIL CO LLC	N SALT LAKE CITY	787.56	Crossing Pipeline
177052		0052786	DAVIS COUNTY, UTAH	N SALT LAKE CITY	788.65	Crossing Pipeline
220828		0197037	NORTH SALT LAKE CITY	N SALT LAKE CITY	789.04	Crossing Pipeline
221334		0197021	NORTH SALT LAKE CITY	N SALT LAKE CITY	752.05	Crossing Pipeline
A65533		603452	SALT LAKE PIPE LINE COMPANY	BECKS	0.00	Crossing Pipeline
75292		61707	UTAH POWER DBA PACIFICORP	BECKS	32.84	Crossing - Wireline
A75292		605430	UTAH POWER & LIGHT COMPANY	BECKS	0.00	Crossing - Wireline
A101457		615523	UTAH POWER & LIGHT COMPANY	SALT LAKE CITY	0.00	Crossing - Wireline
A56187		602076	UTAH LIGHT & TRACTION COMPANY	SALT LAKE CITY	0.00	Crossing - Wireline
A56204		602081	UTAH LIGHT & TRACTION COMPANY	SALT LAKE CITY	0.00	Crossing - Wireline
A62544		546174	UTAH LIGHT & POWER COMPANY	SALT LAKE CITY	0.00	Crossing - Wireline
A70255		526386	UTAH OIL REFINING COMPANY	SALT LAKE CITY	0.00	Crossing Pipeline
A74440		605302	UTAH POWER & LIGHT COMPANY	SALT LAKE CITY	0.00	Crossing - Wireline
A75640		605515	SALT LAKE PIPE LINE COMPANY	SALT LAKE CITY	0.00	Crossing - Wireline
A90508		610893	MOUNTAIN FUEL SUPPLY COMPANY	SALT LAKE CITY	0.00	Crossing Pipeline
OS12947		514806	UTAH OIL REFINING COMPANY	SALT LAKE CITY	0.00	Crossing Pipeline
A56881		6541	AMERICAN OIL COMPANY, THE	SALT LAKE CITY	3.47	Crossing Pipeline
136958		60176	WESTERN TELE-COMMUNICATIONS, I	SALT LAKE CITY	78.30	Crossing - Wireline
106218		42670	CHEVRON U.S.A. INC.	SALT LAKE CITY	78.49	Crossing Pipeline

SCHEDULE 3.6 - Assigned Leases and Assigned Other Agreements on Section 3.2 Properties, Section 3.4 Properties and Current NC Properties

L LINE	AUDIT NUMBER	PROJECT NUMBER	PARTY NAME	CITY	MILEPOST	DESCRIPTION
149564	56056113987	QUESTAR GAS COMPANY	SALT LAKE CITY	782.90	Consent Pipeline Crossing in Public ROW	
172176	44594148094	ELECTRIC LIGHTWAVE, INC.	SALT LAKE CITY	783.05	Consent Wire Crossing in Public ROW	
178137	43391154489	BROOKS FIBER COMMUNICATIONS OF UTAH	SALT LAKE CITY	783.05	Crossing - Wireline	
209000	1726001524894	PIONEER PARTNERS, LLC	SALT LAKE CITY	783.84	Crossing Pipeline	
172010	44531147898	AMOCO OIL COMPANY	SALT LAKE CITY	784.58	Encroachment - Pipeline	
A104690	676763646	AMOCO OIL COMPANY	SALT LAKE CITY	784.85	Crossing Pipeline	
155231	46665128806	KERN RIVER GAS TRANSMISSION CO	SALT LAKE CITY	787.32	Crossing Pipeline	
A100619	0615245	NORTH SALT LAKE CITY CORPORATION	SALT LAKE CITY	0.00	Crossing Pipeline	
A98699	0614314	MOUNTAIN STATES TELEPHONE & TELEGRAPH CO	SALT LAKE CITY	0.00	Crossing - Wireline	
190506	0067889 0180107	SALT LAKE CITY PUBLIC UTILITIE	SALT LAKE CITY	783.61	Crossing Pipeline	
207389	0163251 0193116	SALT LAKE CITY CORPORATION	SALT LAKE CITY		Crossing Pipeline	
207236	0172874 0503009	MIDVALE CITY CORPORATION	SALT LAKE CITY		Consent Pipeline Crossing in Public ROW	
102490	68221 99728	SOUTH SALT LAKE CITY OF	BURTON	796.70	Encroachment - Drainage Agreement	
gham Branch)						
3W	SPY9776	UTAH DEPARTMENT OF TRANSPORTATION	WEST JORDAN	3.84	Hwy Crossing	
3W	SPX0692	WEST JORDAN, CITY OF	WEST JORDAN	6.01	Lease	
3W	S717835	QWFS1 CORPORATION	WEST JORDAN	1.49	Wire	
3W	S717426	BACH CORPORATION	WELBY	3.10	Pipeline	
3W	S717427	BACH CORPORATION	WELBY	3.10	Pipeline	
3W	S716627	TCI OF INDIANA, INC	WEST JORDAN	2.47	Wire	
3W	S716626	TCI OF INDIANA, INC.	WEST JORDAN	2.47	Wire	
3W	S715963	QWEST CORPORATION	WELBY	6.11	Crossing - Wireline	
3W	S713701	WEST JORDAN, CITY OF	WEST JORDAN	4.85	Crossing Pipeline	
3W	S713700	WEST JORDAN, CITY OF	WEST JORDAN	5.24	Crossing Pipeline	
3W	S028992	TCI OF INDIANA, INC	WELBY	4.50	Crossing	
3W	S026170	INTERSTATE BRICK	WEST JORDAN	6.60	Track Agreement	
3W	S024671	BMC WEST CORPORATION	WEST JORDAN	1.55	Track Agreement	
3W	240228188105	QWEST CORPORATION	WEST JORDAN			
3W	240228188105	QWEST CORPORATION	WEST JORDAN			
3W	240228188105	QWEST CORPORATION	WEST JORDAN			
3W	240228188105	QWEST CORPORATION	WEST JORDAN			
3W	235910	ENTACT, LLC	MIDVALE	0.56	Roadway	
3W	233364380287	CITY OF WEST JORDAN, UTAH	MIDVALE			
3W	233519	KENNECOTT LAND COMPANY	WEST JORDAN	6.60	Crossing Pipeline	
3W	234161	WEST JORDAN CITY OF	WEST JORDAN	3.03	Crossing - Wireline	
3W	222226	CITY OF WEST JORDAN	WEST JORDAN	4.77	Crossing - Public Roadway	
3W	233095	COMCAST OF UTAH II, INC	WEST JORDAN	1.96	Crossing Pipeline	
3W	222800	TCI CABLEVISION OF UTAH INC D/B/A AT&T	WEST JORDAN	6.38	Crossing - Wireline	
3W	213483	TCI CABLEVISION OF UTAH INC D/B/A AT&T	WEST JORDAN	2.88	Crossing - Wireline	
3W	213484	TCI CABLEVISION OF UTAH INC D/B/A AT&T	WEST JORDAN	1.29	Crossing - Wireline	
3W	213301	TCI CABLEVISION OF UTAH, INC D/B/A AT&T	WEST JORDAN	4.50	Crossing - Wireline	
3W	213304	TCI CABLEVISION OF UTAH, INC D/B/A AT&T	WEST JORDAN	5.66	Crossing - Wireline	
3W	193211 609531	SIERRA PACIFIC COMMUNICATIONS	WEST JORDAN	3.99	Crossing - Wireline	
3W	220358	ADESTA COMMUNICATIONS, INC.	WEST JORDAN	3.99	Crossing - Wireline	
3W	216859	ADESTA COMMUNICATIONS, INC.	WEST JORDAN	3.99	Crossing - Wireline	
3W	189859 596496	ADESTA COMMUNICATIONS, INC.	WEST JORDAN			
3W	189861 596499	ADESTA COMMUNICATIONS, INC.	WEST JORDAN	4.50	Crossing - Wireline	

SCHEDULE 3.6 - Assigned Leases and Assigned Other Agreements on Section 3.2 Properties, Section 3.4 Properties and Current NC Properties

IC LINE	AUDIT NUMBER	PROJECT NUMBER	PARTY NAME	CITY	MILE POST	DESCRIPTION
GW	209086	173375	QUESTAR GAS COMPANY	WEST JORDAN	3.77	Crossing Pipeline
GW	207936	173142	SOUTHWIRE COMPANY UTAH PLANT	WEST JORDAN	3.49	Track Agreement
GW	202194	161120	NEXTLINK OF UTAH, LLC	WEST JORDAN	2.88	Crossing - Wireline

EXHIBIT B TO EXHIBIT L

**LEGAL DESCRIPTION OF ORIGINAL TRANSACTION PROPERTY AND
ADDITIONAL BINGHAM BRANCH PROPERTY
AND DALTON SPUR**

Union Pacific Railroad Company

Davis County, Utah

Exhibit "B"

That portion of the Salt Lake (Abandoned) Subdivision of the Union Pacific Railroad Company (formerly the Denver & Rio Grand Railroad Company), as now located, said portion extends northerly from a line drawn at right angles to the center line of the main line track at said railroad subdivision mile post 754.31, to the northerly county line of Davis County, said county line crosses said center line of the main line track at said railroad subdivision mile post 774.48, said portion being situate in, over and across the following legal subdivisions of Davis County, Utah:

Subdivision	Section	Township	Range	Meridian
NW 1/4	24	2N	1W	Salt Lake
E 1/2 SW 1/4	13	2N	1W	Salt Lake
E 1/2 NW 1/4	13	2N	1W	Salt Lake
E 1/2 SW 1/4	12	2N	1W	Salt Lake
W 1/2 SE 1/4	12	2N	1W	Salt Lake
W 1/2 NE 1/4	12	2N	1W	Salt Lake
W 1/2 SE 1/4	1	2N	1W	Salt Lake
W 1/2 NE 1/4	1	2N	1W	Salt Lake
W 1/2 SE 1/4	36	3N	1W	Salt Lake
W 1/2 NE 1/4	36	3N	1W	Salt Lake
NE 1/4 NW 1/4	36	3N	1W	Salt Lake
E 1/2 SW 1/4	25	3N	1W	Salt Lake
NW 1/4	25	3N	1W	Salt Lake
W 1/2 SW 1/4	24	3N	1W	Salt Lake
NE 1/4 SE 1/4	23	3N	1W	Salt Lake
NE 1/4	23	3N	1W	Salt Lake
SW 1/4 SE 1/4	14	3N	1W	Salt Lake
SW 1/4	14	3N	1W	Salt Lake
W 1/2 NW 1/4	14	3N	1W	Salt Lake
NE 1/4 NE 1/4	15	3N	1W	Salt Lake
SE 1/4	10	3N	1W	Salt Lake
SW 1/4 NE 1/4	10	3N	1W	Salt Lake
NE 1/4 SW 1/4	10	3N	1W	Salt Lake
NW 1/4	10	3N	1W	Salt Lake
SW 1/4 SW 1/4	3	3N	1W	Salt Lake
E 1/2 SE 1/4	4	3N	1W	Salt Lake
NE 1/4	4	3N	1W	Salt Lake
NE 1/4 NW 1/4	4	3N	1W	Salt Lake
SW 1/4	33	4N	1W	Salt Lake
SW 1/4 NW 1/4	33	4N	1W	Salt Lake
E 1/2 NE 1/4	32	4N	1W	Salt Lake
SE 1/4	29	4N	1W	Salt Lake
NE 1/4 SW 1/4	29	4N	1W	Salt Lake
NW 1/4	29	4N	1W	Salt Lake
SW 1/4 SW 1/4	20	4N	1W	Salt Lake
SE 1/4	19	4N	1W	Salt Lake
W 1/2 NE 1/4	19	4N	1W	Salt Lake
NE 1/4 NW 1/4	19	4N	1W	Salt Lake
SW 1/4	18	4N	1W	Salt Lake

SW 1/4 NW 1/4	18	4N	1W	Salt Lake
NE 1/4	13	4N	2W	Salt Lake
W 1/2 SE 1/4	12	4N	2W	Salt Lake
NE 1/4 SW 1/4	12	4N	2W	Salt Lake
NW 1/4	12	4N	2W	Salt Lake
NE 1/4 NE 1/4	11	4N	2W	Salt Lake
SE 1/4	2	4N	2W	Salt Lake
SW 1/4 NE 1/4	2	4N	2W	Salt Lake
E 1/2 NW 1/4	2	4N	2W	Salt Lake
SW 1/4	35	5N	2W	Salt Lake
W 1/2 NW 1/4	35	5N	2W	Salt Lake
W 1/2 SW 1/4	26	5N	2W	Salt Lake
W 1/2 NW 1/4	26	5N	2W	Salt Lake
E 1/2 NE 1/4	27	5N	2W	Salt Lake
E 1/2 SE 1/4	22	5N	2W	Salt Lake

Union Pacific Railroad Co
 Real Estate Department
 Omaha, NE
 September 12, 2002 T.D.A.

Segment 3 2a-1

Union Pacific Railroad Company

Weber County, Utah

Exhibit "B"

That portion of the Salt Lake (Abandoned) Subdivision of the Union Pacific Railroad Company (formerly the Denver & Rio Grand Railroad Company), as now located, said portion extends northerly from the southerly county line of Weber County, said county line crosses the center line of the main line track at said railroad subdivision mile post 774.48, to a line drawn at right angles to said center line of the main line track at said railroad subdivision mile post 778.00, said portion being situate in, over and across the following legal subdivisions of Weber County, Utah:

Subdivision	Section	Township	Range	Meridian
NE 1/4 SE 1/4	22	5N	2W	Salt Lake
E 1/2 NE 1/4	22	5N	2W	Salt Lake
E 1/2 SE 1/4	15	5N	2W	Salt Lake
E 1/2 NE 1/4	15	5N	2W	Salt Lake
E 1/2 SE 1/4	10	5N	2W	Salt Lake
SE 1/4 NE 1/4	10	5N	2W	Salt Lake
NW 1/4	11	5N	2W	Salt Lake
E 1/2 SW 1/4	2	5N	2W	Salt Lake
NW 1/4 SE 1/4	2	5N	2W	Salt Lake
SW 1/4 NE 1/4	2	5N	2W	Salt Lake

Union Pacific Railroad Co.
Real Estate Department
Omaha, NE.
September 12, 2002 T.D.A.

Segment 3.2a-2

Union Pacific Railroad Company

Utah County, Utah

Exhibit "B"

That portion of the Provo Industrial Lead of the Union Pacific Railroad Company (formerly the San Pedro, Los Angeles & Salt Lake Railroad Company), as now constructed and operated, said portion extends northerly from a line drawn at right angles to the center line of the main line track at said railroad industrial lead mile post 762.00, to the northerly county line of Utah County, said county line crosses the center line of the main line track at said railroad industrial lead mile post 775.23, said portion being situate in, over and across the following legal subdivisions of Utah County, Utah:

Subdivision	Section	Township	Range	Meridian
NW 1/4 SE 1/4	32	5S	2E	Salt Lake
W 1/2 NE 1/4	32	5S	2E	Salt Lake
W 1/2 SE 1/4	29	5S	2E	Salt Lake
W 1/2 NE 1/4	29	5S	2E	Salt Lake
NE 1/4 NW 1/4	29	5S	2E	Salt Lake
SW 1/4	20	5S	2E	Salt Lake
N 1/2 SE 1/4	19	5S	2E	Salt Lake
NE 1/4 SW 1/4	19	5S	2E	Salt Lake
S 1/2 NW 1/4	19	5S	2E	Salt Lake
NE 1/4	24	5S	1E	Salt Lake
N 1/2 NW 1/4	24	5S	1E	Salt Lake
S 1/2 SW 1/4	13	5S	1E	Salt Lake
S 1/2 SE 1/4	14	5S	1E	Salt Lake
SW 1/4	14	5S	1E	Salt Lake
NE 1/4 SE 1/4	15	5S	1E	Salt Lake
S 1/2 NE 1/4	15	5S	1E	Salt Lake
NW 1/4	15	5S	1E	Salt Lake
NE 1/4 NE 1/4	16	5S	1E	Salt Lake
S 1/2 SE 1/4	9	5S	1E	Salt Lake
SW 1/4	9	5S	1E	Salt Lake
SW 1/4 NW 1/4	9	5S	1E	Salt Lake
NE 1/4	8	5S	1E	Salt Lake
SW 1/4 SE 1/4	5	5S	1E	Salt Lake
E 1/2 SW 1/4	5	5S	1E	Salt Lake
NW 1/4	5	5S	1E	Salt Lake
SW 1/4 SW 1/4	32	4S	1E	Salt Lake
SE 1/4	31	4S	1E	Salt Lake
NE 1/4 SW 1/4	31	4S	1E	Salt Lake
NW 1/4	31	4S	1E	Salt Lake
NE 1/4 NE 1/4	36	4S	1W	Salt Lake
SE 1/4	25	4S	1W	Salt Lake
W 1/2 NE 1/4	25	4S	1W	Salt Lake
SW 1/4 SE 1/4	24	4S	1W	Salt Lake
S 1/2 SW 1/4	24	4S	1W	Salt Lake
SE 1/4 SE 1/4	23	4S	1W	Salt Lake

Union Pacific Railroad Company

Utah County, Utah

Exhibit "B"

That portion of the Sharp Subdivision of the Union Pacific Railroad Company (formerly the San Pedro, Los Angeles & Salt Lake Railroad Company), as now constructed and operated, said portion extends northerly from the westerly line of University Avenue (80 feet wide) in Provo, Utah, said westerly line crosses the center line of the main line track at said railroad subdivision mile post 752.41, to the intersection with the center line of the main line track of the Provo Subdivision of the Union Pacific Railroad Company (formerly the Denver & Rio Grand Railroad Company) said Sharp Subdivision center line of the main line track crosses said Provo Subdivision center line of the main line track at said Sharp Subdivision mile post 757.25, said portion being situate in, over and across the following legal subdivisions of Utah County, Utah

Subdivision	Section	Township	Range	Meridian
S 1/2 NE 1/4	12	7S	2E	Salt Lake
S 1/2 NW 1/4	12	7S	2E	Salt Lake
E 1/2 NE 1/4	11	7S	2E	Salt Lake
SE 1/4	2	7S	2E	Salt Lake
NE 1/4 SW 1/4	2	7S	2E	Salt Lake
NW 1/4	2	7S	2E	Salt Lake
SW 1/4 SW 1/4	35	6S	2E	Salt Lake
SE 1/4	34	6S	2E	Salt Lake
SW 1/4 NE 1/4	34	6S	2E	Salt Lake
NW 1/4	34	6S	2E	Salt Lake
SW 1/4	27	6S	2E	Salt Lake
NE 1/4 SE 1/4	28	6S	2E	Salt Lake
NE 1/4	28	6S	2E	Salt Lake

Excepting therefrom all that part of the South Half of the Northeast Quarter of Section 12 Township 7S Range 2E (S1/2 NE1/4 S12 T7S R2E) lying southerly of a line drawn parallel and/or concentric with and 40 feet distant southerly as measured at right angles from the center line of the main line track of said subdivision as now constructed and operated.

Union Pacific Railroad Co
Real Estate Department
Omaha, NE
September 12, 2002 T.D A

Segment 3 2c

Union Pacific Railroad Company

Utah County, Utah

Exhibit "B"

That portion of the Tintic Industrial Lead of the Union Pacific Railroad Company (formerly the Denver & Rio Grand Railroad Company), as now constructed and operated, said portion extends southwesterly from said railroad industrial lead mile post 0.00, to a line drawn at right angles to the center line of the main line track at said railroad industrial lead mile post 13.06, said portion being situate in, over and across the following legal subdivisions of Utah County, Utah:

Subdivision	Section	Township	Range	Meridian
NE 1/4	5	8S	3E	Salt Lake
NW 1/4 SE 1/4	5	8S	3E	Salt Lake
SW 1/4	5	8S	3E	Salt Lake
NW 1/4 NW 1/4	8	8S	3E	Salt Lake
NE 1/4	7	8S	3E	Salt Lake
SE 1/4	7	8S	3E	Salt Lake
SW 1/4	7	8S	3E	Salt Lake
NW 1/4	18	8S	3E	Salt Lake
NE 1/4	13	8S	2E	Salt Lake
SE 1/4	13	8S	2E	Salt Lake
SW 1/4	13	8S	2E	Salt Lake
NW 1/4 NW 1/4	24	8S	2E	Salt Lake
NE 1/4	23	8S	2E	Salt Lake
NW 1/4 SE 1/4	23	8S	2E	Salt Lake
SW 1/4	23	8S	2E	Salt Lake
W1/2 NW 1/4	26	8S	2E	Salt Lake
SE 1/4 NE 1/4	27	8S	2E	Salt Lake
SE 1/4	27	8S	2E	Salt Lake
SE 1/4 SW 1/4	27	8S	2E	Salt Lake
NW 1/4	34	8S	2E	Salt Lake
NW 1/4 SW 1/4	34	8S	2E	Salt Lake
SE 1/4	33	8S	2E	Salt Lake
NW 1/4 NE 1/4	4	9S	2E	Salt Lake
NW 1/4	4	9S	2E	Salt Lake
SW 1/4	4	9S	2E	Salt Lake
SE 1/4 SE 1/4	5	9S	2E	Salt Lake
NE 1/4	8	9S	2E	Salt Lake
SW 1/4	8	9S	2E	Salt Lake
NW 1/4 NW 1/4	17	9S	2E	Salt Lake
NE 1/4	18	9S	2E	Salt Lake
NW 1/4 SE 1/4	18	9S	2E	Salt Lake
SW 1/4	18	9S	2E	Salt Lake
SE 1/4	13	9S	1E	Salt Lake
NW 1/4 NE 1/4	24	9S	1E	Salt Lake

Excepting therefrom all that part of the Southeast Quarter of the Northeast Quarter of Section 23 Township 8S Range 2E (SE1/4 NE1/4 S23 T8S R2E) lying southeasterly of a line that is parallel and/or concentric with and 33 feet distant southeasterly as measured at right angles from the center line of the main line track of said industrial lead as now constructed and operated

Union Pacific Railroad Co
Real Estate Department
Omaha, NE
September 12, 2002 T.D A

Segment 3 2d

Union Pacific Railroad Company

Salt Lake County, Utah

Exhibit "B"

That portion of the Sugarhouse Branch of the Union Pacific Railroad Company (formerly the Denver & Rio Grand Railroad Company), as now constructed and operated, said branch extends easterly from the easterly right of way line of the Provo Subdivision of the Union Pacific Railroad Company at said railroad branch mile post 0.00, to said railroad branch mile post 2.74, said portion being situate in, over and across the following legal subdivisions of Salt Lake County, Utah:

Subdivision	Section	Township	Range	Meridian
NW 1/4	24	1S	1W	Salt Lake
NE 1/4	24	1S	1W	Salt Lake
NW 1/4	19	1S	1E	Salt Lake
NE 1/4	19	1S	1E	Salt Lake
NW 1/4	20	1S	1E	Salt Lake
NE 1/4	20	1S	1E	Salt Lake

Union Pacific Railroad Co
Real Estate Department
Omaha, NE.
September 12 2002 T.D.A

Segment 3.2e

Union Pacific Railroad Company

Salt Lake County, Utah

Exhibit "B"

That portion of the Bingham Industrial Lead of the Union Pacific Railroad Company (formerly the Denver & Rio Grand Railroad Company), as now constructed and operated, said portion extends westerly from a line drawn at right angles from the center line of the main line track at said railroad industrial lead mile post 6.60, to a line drawn at right angles to the main line track at said industrial lead mile post 11.81, said portion being situate in, over and across the following legal subdivisions of Salt Lake County, Utah:

Subdivision	Section	Township	Range	Meridian
N1/2 SW1/4	12	3S	2W	Salt Lake
SE1/4	11	3S	2W	Salt Lake
SE1/4 SW1/4	11	3S	2W	Salt Lake
N1/2 NW1/4	14	3S	2W	Salt Lake
N1/2 NE1/4	15	3S	2W	Salt Lake
N1/2 NW1/4	15	3S	2W	Salt Lake
N1/2 NE1/4	16	3S	2W	Salt Lake
N1/2 NW1/4	16	3S	2W	Salt Lake
N1/2 NE1/4	17	3S	2W	Salt Lake
NW1/4	17	3S	2W	Salt Lake
S1/2 NE1/4	18	3S	2W	Salt Lake
SE1/4 NW1/4	18	3S	2W	Salt Lake

Union Pacific Railroad Co
Real Estate Department
Omaha, NE.
September 12 2002 T.D.A

Segment 3.2f

Union Pacific Railroad Company

Salt Lake County, Utah

Exhibit "B"

That part of the Northeast One Quarter and the Southeast One Quarter Section Twenty-three, Northwest One Quarter and the Southwest One Quarter Section Twenty-five, Northeast One Quarter and Southeast One Quarter Section Twenty-six and Northwest One Quarter Section Thirty-six, Township 1 north, Range 1 West, Salt Lake County, Utah, being more particularly described as follows:

Beginning at a point on the South line of 1800 South Street and an existing Railroad Right of Way fence, said point being East 250.03 feet and South 5309.38 feet from the Center of Section 14, Township 1 North, Range 1 West, Salt Lake Base and Meridian, said Center of Section 14 being North 89°53'02" East 2641.00 feet and South 00°01'30" East 2643.05 feet from the Northwest Corner of said Section 14 (Basis of Bearing Being North 18°27'47" East from said Northwest Corner of Section 14 to Radar); and running thence along said Right of Way fence the following three (3) courses: 1) South 06°34'37" West 257.10 feet; 2) South 39°04'56" West 16.42 feet; 3) South 04°52'20" West 186.51 feet; thence South 146.15 feet; thence South 04°27'46" East 29.40 feet to said Right of Way fence; thence along said Right of Way fence the following four (4) courses: 1) South 03°51'58" East 293.65 feet, 2) South 16°21'41" East 202.85 feet; 3) South 16°07'52" East 64.67 feet; 4) South 23°15'11" East 271.61 feet; thence South 17°13'26" East 392.08 feet, thence South 24°04'31" East 90.01 feet to a point of curvature of a 402.88 foot radius curve to the left, the center of which bears North 65°55'29" East; thence Southeasterly along the arc of said curve 200.28 feet through a central angle of 28°28'56" to a point of reverse curvature of a 292.07 foot radius curve to the right the center of which bears, thence South 37°26'33" West, thence Southeasterly along the arc of said curve 71.34 feet through a central angle of 13°59'39"; thence South 38°33'48" East 132.40 feet; thence South 32°13'00" East 486.47 feet; thence South 37°07'54" East 70.00 feet, thence South 38°26'45" East 680.37 feet to said Right of Way fence; thence along said Right of Way fence the following thirteen (13) courses: 1) South 30°35'05" East 565.66 feet; 2) South 30°55'41" East 100.93 feet; 3) South 31°36'43" East 84.99 feet; 4) South 31°17'31" East 87.39 feet; 5) South 31°17'10" East 346.13 feet; 6) South 31°25'00" East 265.97 feet; 7) South 41°34'18" East 837.50 feet; 8) South 50°35'54" East 89.45 feet; 9) South 52°52'11" East 86.90 feet; 10) South 56°57'06" East 84.25 feet; 11) South 61°03'41" East 86.48 feet; 12) South 63°40'59" East 82.53 feet; 13) South 68°21'15" East 64.77 feet; thence South 62°33'37" East 276.87 feet to a non-tangent point of curvature of a 2222.40 foot radius curve to the right, the center of which bears South 24°53'41" West, said point also being 10.00 feet perpendicularly distant Easterly from the centerline of the most Easterly Railroad tracks; thence parallel with and 10.00 feet perpendicularly distant Easterly from said centerline of the most Easterly Railroad tracks the following ten (10) courses: 1) Southeasterly along the arc of said curve 190.65 feet through a central angle of 04°54'55" to a point of compound curvature of a 743.76 foot radius curve to the right, the center of which bears South 29°48'36" West; 2) Southeasterly along the arc of said curve 578.58 feet through a central angle of 44°34'16" to a point of compound curvature of a 1017.22 foot radius curve to the right, the center of which bears South 74°22'55" West; 3) Southerly along the arc of said curve 275.52 feet through a central angle of 15°31'08"; 4) South 00°05'57" East 985.88 feet to a point of curvature of a 17045.38 foot radius curve to the left, the center of which bears North 89°54'03" East; 5) thence Southerly along the arc of said curve 777.46 feet through a central angle of 02°36'48"; 6) South 02°42'45" East 961.34 feet to a point of curvature of a 1299.51 foot radius curve to the right; the center of which bears South 87°17'15" West; 7) Southerly along the arc of said curve 208.50 feet through a central angle of 09°11'34"; 8) South 06°28'49" West 99.60 feet; thence North 83°31'11" West 17.42 feet, thence North 04°22'00" East 69.91 feet, thence North 02°14'34" West 868.59 feet; North 08°39'19" West 511.04 feet, thence North 06°31'20" West 338.30 feet, thence North 17°12'07" West 308.07 feet to a point of curvature of a 893.00 foot radius curve, to the left, the center of which bears South 72°47'53" West said point being 10.00 feet perpendicularly distant Westerly from the centerline of a railroad track, thence parallel with and 10.00 feet perpendicularly distant from said centerline of said

railroad track the following five (5) courses: 1) Northwesternly along the arc of said curve 102.78 feet through a central angle of 06°35'41", 2) North 23°47'48" West 981.93 feet, 3) North 21°58'29" West 105.06 feet to a point of curvature of a 634.00 foot radius curve to the right, the center of which bears North 68°01'31" East, 4) Northwesternly along the arc of said curve 109.20 feet through a central angle of 09°52'07", 5) North 12°06'22" West 133.60 feet, thence South 78°21'39" West 52.25 feet, thence North 11°51'10" West 124.21 feet, thence North 78°21'39" East 52.32 feet to a point which is 10.00 feet perpendicularly distant Westerly from the centerline of a railroad track, thence parallel with and 10.00 feet perpendicularly distant Westerly from said centerline of a railroad track the following four (4) courses: 1) North 11°33'43" West 98.32 feet to a point of curvature of 547.34 foot radius curve to the left, the center of which bears South 78°26'17" West; 2) Northwesternly along the arc of said curve 360.66 feet through a central angle of 37°45'16" to a point of compound curvature of a 2384.55 foot radius curve to the left, the center of which bears South 40°41'01" West; 3) Northwesternly along the arc of said curve 147.06 feet through central angle of 03°32'01"; 4) North 52°51'00" West 134.51 feet; thence North 31°41'15" West 57.49 feet to a non-tangent point of curvature of a 3508.87 foot radius curve to the right, the center of which bears North 41°11'20" East said point being 10.00 feet perpendicularly distant Westerly from the centerline of a railroad track; thence parallel with and 10.00 feet perpendicularly distant Westerly from said centerline of a railroad track the following five (5) courses: 1) Northwesternly along the arc of said curve 1117.62 feet through a central angle of 18°14'58"; 2) North 30°33'42" West 265.08 feet to a point of curvature of a 11725.74 foot radius curve to the left the center of which bears South 59°26'18" West; 3) Northwesternly along the arc of said curve 1361.62 feet through a central angle of 06°39'12"; 4) North 37°12'54" West 923.58 feet to a point of curvature of a 3457.41 foot radius curve to the right, the center of which bears North 52°47'06" East, 5) Northwesternly along the arc of said curve 1930.31 feet through a central angle of 31°59'20"; thence North 02°36'19" West 99.68 feet; thence North 01°38'22" East 420.19 feet; thence South 88°21'38" East 17.43 feet to a point which is 10.00 feet perpendicularly distant Easterly from the centerline of the most Easterly Railroad tracks; thence parallel with and 10.00 feet perpendicularly distant Easterly from said centerline of the most Easterly Railroad tracks South 01°38'22" West 107.90 feet to the South Line of 1800 North Street, thence South 89°52'20" East along said South Line 238.56 feet to the point of beginning

Containing 37.74 acres more or less

Union Pacific Railroad Co
Real Estate Department
Omaha, NE.
January 10, 2002 T.D.A.

Segment 3 4a-1

Union Pacific Railroad Company

Salt Lake County, Utah

Exhibit "B"

That portion of the Salt Lake Subdivision of the Union Pacific Railroad Company (formerly the Oregon Short Line Railroad Company), that lies between a line drawn parallel and/or concentric with and 30 feet distant easterly as measured at right angles and/or radially from the center line of the most easterly main line track of said railroad subdivision, as now constructed and operated, and the easterly right of way line of said railroad subdivision as now located, said strip extends northerly from the northerly line of 1800 North Street, Salt lake City, Salt lake County, Utah, to the northerly county line of Salt Lake County, Utah, said county line crosses the center line of the main track at said railroad subdivision mile post 786.50, said strip of land being situate in, over and across the following legal subdivisions of Davis Country, Utah:

Subdivision	Section	Township	Range	Meridian
W 1/2 SE 1/4	14	1N	1W	Salt Lake
W 1/2 NE 1/4	14	1N	1W	Salt Lake

Provided, however, that subject to the exception(s) from this quitclaim described below, the portion of the right of way quitclaimed hereby shall comprise not less than the easterly 20.00 feet of said portion of said right of way.

EXCEPTING from the portion of the right of way quitclaimed hereby any portion thereof that lies between the westerly right of way line and a line drawn parallel and/or concentric with and 30 feet distant easterly from such westerly right of way line

Grantor and Grantee acknowledge that it is their intent that the widths of the portions of the right of way referred to in the two immediately preceding paragraphs shall be measured as if each outer boundary of the right of way were a continuous line, i.e., without regard to so-called "notching" or "notch-outs," as shown on the "Val Maps" as defined in that certain Purchase and Sale Agreement dated January 17, 2002, by and between Grantor and Grantee, as amended by First Amendment to Purchase and Sale Agreement dated as of September 19, 2002.

Union Pacific Railroad Co
Real Estate Department
Omaha, NE.
January 10, 2002 T.D.A.

Segment 3.4a-1

Union Pacific Railroad Company

Davis County, Utah

Exhibit "B"

That portion of the Salt Lake Subdivision of the Union Pacific Railroad Company (formerly the Oregon Short Line Railroad Company), that lies between a line drawn parallel and/or concentric with and 30 feet distant easterly as measured at right angles and/or radially from the center line of the most easterly main line track of said railroad subdivision, as now constructed and operated, and the easterly right of way line of said railroad subdivision as now located, said strip extends northerly from the southerly county line of Davis County, Utah, said county line crosses the center line of the main line track at said railroad subdivision mile post 786.50, to the northerly county line of Davis County, Utah, said county line crosses the center line of the main track at said railroad subdivision mile post 812.20, said strip of land being situate in, over and across the following legal subdivisions of Davis County, Utah:

Subdivision	Section	Township	Range	Meridian
W 1/2 NE 1/4	14	1N	1W	Salt Lake
W 1/2 SE 1/4	11	1N	1W	Salt Lake
W 1/2 NE 1/4	11	1N	1W	Salt Lake
SE 1/4	2	1N	1W	Salt Lake
E 1/2 NE 1/4	2	1N	1W	Salt Lake
SE 1/4 SE 1/4	35	2N	1W	Salt Lake
W 1/2 SW 1/4	36	2N	1W	Salt Lake
W 1/2 NW 1/4	36	2N	1W	Salt Lake
SW 1/4	25	2N	1W	Salt Lake
W 1/2 NW 1/4	25	2N	1W	Salt Lake
NW 1/4 NE 1/4	25	2N	1W	Salt Lake
W 1/2 SE 1/4	24	2N	1W	Salt Lake
NE 1/4	24	2N	1W	Salt Lake
E 1/2 SE 1/4	13	2N	1W	Salt Lake
E 1/2 NE 1/4	13	2N	1W	Salt Lake
E 1/2 SE 1/4	12	2N	1W	Salt Lake
E 1/2 NE 1/4	12	2N	1W	Salt Lake
E 1/2 SE 1/4	1	2N	1W	Salt Lake
E 1/2 NE 1/4	1	2N	1W	Salt Lake
E 1/2 SE 1/4	36	3N	1W	Salt Lake
W 1/2 SW 1/4	31	3N	1E	Salt Lake
W 1/2 NW 1/4	31	3N	1E	Salt Lake
W 1/2 SW 1/4	30	3N	1E	Salt Lake
SW 1/4 NW 1/4	30	3N	1E	Salt Lake
E 1/2 NE 1/4	25	3N	1W	Salt Lake
SE 1/4	24	3N	1W	Salt Lake
W 1/2 NE 1/4	24	3N	1W	Salt Lake
NE 1/4 NW 1/4	24	3N	1W	Salt Lake
SW 1/4	13	3N	1W	Salt Lake
NE 1/4 SE 1/4	14	3N	1W	Salt Lake
S 1/2 NE 1/4	14	3N	1W	Salt Lake
NW 1/4	14	3N	1W	Salt Lake
SW 1/4 SW 1/4	11	3N	1W	Salt Lake
SE 1/4	10	3N	1W	Salt Lake
W 1/2 NE 1/4	10	3N	1W	Salt Lake
E 1/2 NW 1/4	10	3N	1W	Salt Lake

SW 1/4	3	3N	1W	Salt Lake
NW 1/4	3	3N	1W	Salt Lake
SW 1/4 SW 1/4	34	4N	1W	Salt Lake
E 1/2 SE 1/4	33	4N	1E	Salt Lake
NE 1/4	33	4N	1E	Salt Lake
W 1/2 SE 1/4	28	4N	1E	Salt Lake
E 1/4 SW 1/4	28	4N	1E	Salt Lake
NE 1/4	28	4N	1E	Salt Lake
NE 1/4 NE 1/4	29	4N	1W	Salt Lake
SE 1/4	20	4N	1W	Salt Lake
NE 1/4 SW 1/4	20	4N	1W	Salt Lake
NW 1/4	20	4N	1W	Salt Lake
NE 1/4 NE 1/4	19	4N	1W	Salt Lake
S 1/2 SE 1/4	18	4N	1W	Salt Lake
SW 1/4	18	4N	1W	Salt Lake
SW 1/4 NW 1/4	18	4N	1W	Salt Lake
NE 1/4 NE 1/4	13	4N	2W	Salt Lake
SE 1/4	12	4N	2W	Salt Lake
S 1/2 NE 1/4	12	4N	2W	Salt Lake
NW 1/4	12	4N	2W	Salt Lake
SW 1/4	1	4N	2W	Salt Lake
SW 1/4 NW 1/4	1	4N	2W	Salt Lake
NW 1/4	2	4N	2W	Salt Lake
W 1/2 SE 1/4	35	5N	2W	Salt Lake
W 1/2 NE 1/4	35	5N	2W	Salt Lake
W 1/2 SE 1/4	26	5N	2W	Salt Lake
W 1/2 NE 1/4	26	5N	2W	Salt Lake
E 1/2 NW 1/4	26	5N	2W	Salt Lake
E 1/2 SW 1/4	23	5N	2W	Salt Lake

Provided, however, that subject to the exception(s) from this quitclaim described below, the portion of the right of way quitclaimed hereby shall comprise not less than the easterly 20.00 feet of said portion of said right of way

EXCEPTING from the portion of the right of way quitclaimed hereby any portion thereof that lies between the westerly right of way line and a line drawn parallel and/or concentric with and 30 feet distant easterly from such westerly right of way line.

Grantor and Grantee acknowledge that it is their intent that the widths of the portions of the right of way referred to in the two immediately preceding paragraphs shall be measured as if each outer boundary of the right of way were a continuous line, i.e., without regard to so-called "notching" or "notch-outs," as shown on the "Val Maps" as defined in that certain Purchase and Sale Agreement dated January 17, 2002, by and between Grantor and Grantee, as amended by First Amendment to Purchase and Sale Agreement dated as of September 19, 2002

Union Pacific Railroad Co.
Real Estate Department
Omaha, NE
September 12, 2002 T.D.A.

Segment 3.4a-2

Union Pacific Railroad Company

Weber County, Utah

Exhibit "B"

That portion of the Salt Lake Subdivision of the Union Pacific Railroad Company (formerly the Oregon Short Line Railroad Company), that lies between a line drawn parallel and/or concentric with and 30 feet distant easterly as measured at right angles and/or radially from the center line of the most easterly main line track of said railroad subdivision, as now constructed and operated, and the easterly right of way line of said railroad subdivision as now located, said strip extends northerly from the southerly county line of Weber County, Utah, said county line crosses the center line of the main line track at said railroad subdivision mile post 812.20, to a line drawn at right angles to the center line of the main line track at said railroad subdivision mile post 818.05, said strip of land being situate in, over and across the following legal subdivisions of Weber County, Utah:

Subdivision	Section	Township	Range	Meridian
NE 1/4 SW 1/4	23	5N	2W	Salt Lake
NW 1/4	23	5N	2W	Salt Lake
SW 1/4	14	5N	2W	Salt Lake
W 1/2 NW 1/4	14	5N	2W	Salt Lake
W 1/2 SW 1/4	11	5N	2W	Salt Lake
NW 1/4	11	5N	2W	Salt Lake
SE 1/4 SW 1/4	2	5N	2W	Salt Lake
SE 1/4	2	5N	2W	Salt Lake
SE 1/4 NE 1/4	2	5N	2W	Salt Lake
NW 1/4	1	5N	2W	Salt Lake
SE 1/4 SW 1/4	36	6N	2W	Salt Lake
SE 1/4	36	6N	2W	Salt Lake
N 1/2 SW 1/4	31	6N	1W	Salt Lake
N 1/2 SE 1/4	31	6N	1W	Salt Lake

Provided, however, that subject to the exception(s) from this quitclaim described below, the portion of the right of way quitclaimed hereby shall comprise not less than the easterly 20 00 feet of said portion of said right of way.

EXCEPTING from the portion of the right of way quitclaimed hereby any portion thereof that lies between the westerly right of way line and a line drawn parallel and/or concentric with and 30 feet distant easterly from such westerly right of way line.

Grantor and Grantee acknowledge that it is their intent that the widths of the portions of the right of way referred to in the two immediately preceding paragraphs shall be measured as if each outer boundary of the right of way were a continuous line, i e., without regard to so-called "notching" or "notch-outs," as shown on the "Val Maps" as defined in that certain Purchase and Sale Agreement dated January 17, 2002, by and between Grantor and Grantee, as amended by First Amendment to Purchase and Sale Agreement dated as of September 19, 2002

Union Pacific Railroad Co
Real Estate Department
Omaha, NE
September 12, 2002 T D A
Segment 3 4a-3

Union Pacific Railroad Company

Utah County, Utah

Exhibit "B"

That portion of the Provo Subdivision of the Union Pacific Railroad Company (formerly the Denver & Rio Grand Railroad Company), that lies between a line drawn parallel and/or concentric with and 30 feet distant westerly as measured at right angles and/or radially from the center line of the most westerly main line track of said railroad subdivision, as now constructed and operated and the westerly right of way line of said railroad subdivision as now located, said strip extends northerly from a line drawn at right angles to the center line of the main line track of said Provo Subdivision at the point of intersection with the center line of the main line track of the Sharp Subdivision of the Union Pacific Railroad Company (formerly the San Pedro, Los Angeles & Salt Lake Railroad Company), said center line of the main line track of said Sharp Subdivision crosses said center line of the main line track of said Provo Subdivision at said Provo Subdivision mile post 705.71, to the northerly county line of Utah County, Utah, said county line crosses the center line of the main track of said Provo Subdivision at said Provo Subdivision mile post 722.12, said strip of land being situate in, over and across the following legal subdivisions of Utah County, Utah:

Subdivision	Section	Township	Range	Meridian
NW 1/4 NE 1/4	28	6S	2E	Salt Lake
SW 1/4 SE 1/4	21	6S	2E	Salt Lake
E 1/2 SW 1/4	21	6S	2E	Salt Lake
NW 1/4	21	6S	2E	Salt Lake
SW 1/4 SW 1/4	16	6S	2E	Salt Lake
E 1/2 SE 1/4	17	6S	2E	Salt Lake
NE 1/4	17	6S	2E	Salt Lake
NE 1/4 NW 1/4	17	6S	2E	Salt Lake
SW 1/4	8	6S	2E	Salt Lake
W 1/2 NW 1/4	8	6S	2E	Salt Lake
NE 1/4 NE 1/4	7	6S	2E	Salt Lake
	6	6S	2E	Salt Lake
SW 1/4	31	5S	2E	Salt Lake
SW 1/4 NW 1/4	31	5S	2E	Salt Lake
NE 1/4	36	5S	1E	Salt Lake
SW 1/4 SE 1/4	25	5S	1E	Salt Lake
SW 1/4	25	5S	1E	Salt Lake
NW 1/4	25	5S	1E	Salt Lake
NE 1/4 NE 1/4	26	5S	1E	Salt Lake
SE 1/4	23	5S	1E	Salt Lake
NE 1/4 SW 1/4	23	5S	1E	Salt Lake
S 1/2 NW 1/4	23	5S	1E	Salt Lake
NE 1/4	22	5S	1E	Salt Lake
N 1/2 NW 1/4	22	5S	1E	Salt Lake
NE 1/4 NE 1/4	21	5S	1E	Salt Lake
S 1/2 SE 1/4	16	5S	1E	Salt Lake
SW 1/4	16	5S	1E	Salt Lake
SE 1/4	17	5S	1E	Salt Lake
W 1/2 NE 1/4	17	5S	1E	Salt Lake
SW 1/4 SE 1/4	8	5S	1E	Salt Lake
SW 1/4	8	5S	1E	Salt Lake
SW 1/4 NW 1/4	8	5S	1E	Salt Lake

NE 1/4	7	5S	1E	Salt Lake
SW 1/4 SE 1/4	6	5S	1E	Salt Lake
SW 1/4	6	5S	1E	Salt Lake
NW 1/4	6	5S	1E	Salt Lake
NE 1/4 NE 1/4	1	5S	1W	Salt Lake
SE 1/4	36	4S	1W	Salt Lake
NE 1/4 SW 1/4	36	4S	1W	Salt Lake
NW 1/4	36	4S	1W	Salt Lake
NE 1/4 NE 1/4	35	4S	1W	Salt Lake
S 1/2	26	4S	1W	Salt Lake

Provided, however, that subject to the exception(s) from this quitclaim described below, the portion of the right of way quitclaimed hereby shall comprise not less than the westerly 20.00 feet of said portion of said right of way.

EXCEPTING from the portion of the right of way quitclaimed hereby any portion thereof that lies between the easterly right of way line and a line drawn parallel and/or concentric with and 30 feet distant westerly from such easterly right of way line

Grantor and Grantee acknowledge that it is their intent that the widths of the portions of the right of way referred to in the two immediately preceding paragraphs shall be measured as if each outer boundary of the right of way were a continuous line, i.e., without regard to so-called "notching" or "notch-outs," as shown on the "Val Maps" as defined in that certain Purchase and Sale Agreement dated January 17, 2002, by and between Grantor and Grantee, as amended by First Amendment to Purchase and Sale Agreement dated as of September 19, 2002

Union Pacific Railroad Co.
Real Estate Department
Omaha, NE.
September 12, 2002 T.D.A

Segment 3.4b-1

Union Pacific Railroad Company

Salt Lake County, Utah

Exhibit "B"

That portion of the Provo Subdivision of the Union Pacific Railroad Company (formerly the Denver & Rio Grand Railroad Company), that lies between a line drawn parallel and/or concentric with and 30 feet distant westerly as measured at right angles and/or radially from the center line of the most westerly main line track of said railroad subdivision, as now constructed and operated and the westerly right of way line of said railroad subdivision as now located, said strip extends northerly from the southerly county line of Salt Lake County, Utah, said county line crosses the center line of the main line track at said railroad subdivision mile post 722.12, to a line drawn at right angles to the center line of the main line track at said subdivision mile post 729.29, said strip of land being situate in, over and across the following legal subdivisions of Salt Lake County, Utah:

Subdivision	Section	Township	Range	Meridian
NE 1/4 SW 1/4	26	4S	1W	Salt Lake
E 1/2 NW 1/4	26	4S	1W	Salt Lake
SW 1/4	23	4S	1W	Salt Lake
NE 1/4 SE 1/4	22	4S	1W	Salt Lake
E 1/2 NE 1/4	22	4S	1W	Salt Lake
E 1/2 SE 1/4	15	4S	1W	Salt Lake
E 1/2 NE 1/4	15	4S	1W	Salt Lake
NW 1/4 NW 1/4	14	4S	1W	Salt Lake
SW 1/4	11	4S	1W	Salt Lake
SE 1/4 NW 1/4	11	4S	1W	Salt Lake
W 1/2 NE 1/4	11	4S	1W	Salt Lake
SE 1/4	2	4S	1W	Salt Lake
SE 1/4 NE 1/4	2	4S	1W	Salt Lake
W 1/2 NW 1/4	1	4S	1W	Salt Lake
SW 1/4	36	3S	1W	Salt Lake
E 1/2 NW 1/4	36	3S	1W	Salt Lake
E 1/2 SW 1/4	25	3S	1W	Salt Lake
E 1/2 NW 1/4	25	3S	1W	Salt Lake
E 1/2 SW 1/4	24	3S	1W	Salt Lake
SE 1/4 NW 1/4	24	3S	1W	Salt Lake

Provided, however, that subject to the exception(s) from this quitclaim described below, the portion of the right of way quitclaimed hereby shall comprise not less than the westerly 20 00 feet of said portion of said right of way.

EXCEPTING from the portion of the right of way quitclaimed hereby any portion thereof that lies between the easterly right of way line and a line drawn parallel and/or concentric with and 30 feet distant westerly from such easterly right of way line

Grantor and Grantee acknowledge that it is their intent that the widths of the portions of the right of way referred to in the two immediately preceding paragraphs shall be measured as if each outer boundary of the right of way were a continuous line, i.e., without regard to so-called "notching" or "notch-outs," as shown on the "Val Maps" as defined in that certain Purchase and Sale Agreement dated January 17,

2002, by and between Grantor and Grantee, as amended by First Amendment to Purchase and Sale Agreement dated as of September 19, 2002

FURTHER EXCEPTING therefrom all that part of the Northeast Quarter of the Southeast Quarter of Section 15 Township 4S Range 1W (NE1/4 SE1/4 S15 T4S R1W) and the East Half of the Northeast Quarter of Section 15 Township 4S Range 1W (E1/2 NE1/4 S15 T4S R1W) and the Northwest Quarter of the Northwest Quarter of Section 14 Township 4S Range 1W (W1/2 NW1/4 S15 T4S R1W) lying northwesterly of a line that is parallel with and 50 feet distant northwesterly as measured at right angles from the center line of the main track of said subdivision as originally constructed and operated.

Union Pacific Railroad Co.
Real Estate Department
Omaha, NE.
September 12, 2002 T.D.A.

Segment 3.4b-2

Union Pacific Railroad Company

Salt Lake County, Utah

Exhibit "B"

That portion of the Provo Subdivision of the Union Pacific Railroad Company (formerly the Denver & Rio Grand Railroad Company), that lies between a line drawn parallel and/or concentric with and 30 feet distant easterly as measured at right angles and/or radially from the center line of the most easterly main line track of said railroad subdivision, as now constructed and operated, and the easterly right of way line of said railroad subdivision as now located, said strip extends northerly from a line drawn at right angles to the center line of the main line track at said railroad subdivision mile post 729.50, to the southerly line of Center Street (100 feet wide), Midvale, Utah, said southerly line crosses the center line of the main line track at said subdivision mile post 734.47, said strip of land being situate in over and across the following legal subdivisions of Salt Lake Country, Utah:

Subdivision	Section	Township	Range	Meridian
E 1/2 SW 1/4	24	3S	1W	Salt Lake
E 1/2 NW 1/4	24	3S	1W	Salt Lake
E 1/2 SW 1/4	13	3S	1W	Salt Lake
SE 1/4 NW 1/4	13	3S	1W	Salt Lake
W 1/2 NE 1/4	13	3S	1W	Salt Lake
SW 1/4 SE 1/4	12	3S	1W	Salt Lake
E 1/2 SW 1/4	12	3S	1W	Salt Lake
E 1/2 NW 1/4	12	3S	1W	Salt Lake
E 1/2 SW 1/4	1	3S	1W	Salt Lake
E 1/2 NW 1/4	1	3S	1W	Salt Lake
E 1/2 SW 1/4	36	2S	1W	Salt Lake
NW 1/4	36	2S	1W	Salt Lake
SW 1/4 SW 1/4	25	2S	1W	Salt Lake

Also, that portion of the Provo Subdivision of the Union Pacific Railroad Company (formerly the Denver & Rio Grand Railroad Company), that lies between a line drawn parallel and/or concentric with and 15 feet distant easterly as measured at right angles and/or radially from the center line of the most easterly main line track of said railroad subdivision, as now constructed and operated, and the easterly right of way line of said railroad subdivision as now located, said strip extends northerly from the northerly line of Center Street (100 feet wide), Midvale, Utah, said northerly line crosses the main line track at said railroad subdivision mile post 734 47, to a line drawn at right angles to the center line of the main line track at said subdivision mile post 745.50, said strip of land being situate in over and across the following legal subdivisions of Salt Lake Country, Utah

Subdivision	Section	Township	Range	Meridian
W 1/2 SW 1/4	25	2S	1W	Salt Lake
NW 1/4	25	2S	1W	Salt Lake
SW 1/4 SW 1/4	24	2S	1W	Salt Lake
W 1/2 SW 1/4	24	2S	1W	Salt Lake
W 1/2 NW 1/4	24	2S	1W	Salt Lake
SE 1/4 SW 1/4	13	2S	1W	Salt Lake
W 1/2 SE 1/4	13	2S	1W	Salt Lake
W 1/2 NE 1/4	13	2S	1W	Salt Lake

W 1/2 SE 1/4	12	2S	1W	Salt Lake
NE 1/4	12	2S	1W	Salt Lake
E 1/2 SE 1/4	1	2S	1W	Salt Lake
NE 1/4	1	2S	1W	Salt Lake
W 1/2 SE 1/4	36	1S	1W	Salt Lake
SW 1/4 NE 1/4	36	1S	1W	Salt Lake
E 1/2 NW 1/4	36	1S	1W	Salt Lake
SW 1/4	25	1S	1W	Salt Lake
NW 1/4	25	1S	1W	Salt Lake

Provided, however, that subject to the exception(s) from this quitclaim described below, the portion of the right of way quitclaimed hereby shall comprise not less than the easterly 20.00 feet of said portion of said right of way.

EXCEPTING from the portion of the right of way quitclaimed hereby any portion thereof that lies between the westerly right of way line and a line drawn parallel and/or concentric with and 30 feet distant easterly from such westerly right of way line

Grantor and Grantee acknowledge that it is their intent that the widths of the portions of the right of way referred to in the two immediately preceding paragraphs shall be measured as if each outer boundary of the right of way were a continuous line, i.e., without regard to so-called "notching" or "notch-outs," as shown on the "Val Maps" as defined in that certain Purchase and Sale Agreement dated January 17, 2002, by and between Grantor and Grantee, as amended by First Amendment to Purchase and Sale Agreement dated as of September 19, 2002

FURTHER EXCEPTING therefrom all that part of the East Half of the Northeast Quarter of Section 12 Township 2S Range 1W (E1/2 NE1/4 S12 T2S R1W) lying easterly of a line that is parallel with and 50 feet distant easterly as measured at right angles from the center line of the main track of said subdivision as originally constructed and operated

Union Pacific Railroad Co.
Real Estate Department
Omaha, NE
March 10, 2002 T.D.A

Segment 3.4c

Union Pacific Railroad Company

Utah County, Utah

Exhibit "B"

That portion of the Sharp Subdivision of the Union Pacific Railroad Company (formerly the San Pedro, Los Angeles & Salt Lake Railroad Company), that lies between a line drawn parallel and/or concentric with and 13 feet distant westerly as measured at right angles and/or radially from the center line of the main line track of said railroad subdivision, as now constructed and operated, and the westerly right of way line of said railroad subdivision as now located, said strip extends northerly from a line drawn at right angles to the centerline of the main line track at said railroad subdivision mile post 750.18, to the easterly line of University Avenue (80 feet wide) in Provo, Utah, at said railroad subdivision mile post 752.41, said strip of land being situate in over and across the following legal subdivisions of Utah Country, Utah:

Subdivision	Section	Township	Range	Meridian
E 1/2 NE 1/4	19	7S	3E	Salt Lake
SE 1/4	18	7S	3E	Salt Lake
W 1/2 NE 1/4	18	7S	3E	Salt Lake
NE 1/4 NW 1/4	18	7S	3E	Salt Lake
SW 1/4	7	7S	3E	Salt Lake
SW 1/4 NW 1/4	7	7S	3E	Salt Lake
SE 1/4 NE 1/4	12	7S	2E	Salt Lake

Provided, however, that subject to the exception(s) from this quitclaim described below, the portion of the right of way quitclaimed hereby shall comprise not less than the westerly 20.00 feet of said portion of said right of way.

EXCEPTING from the portion of the right of way quitclaimed hereby any portion thereof that lies between the easterly right of way line and a line drawn parallel and/or concentric with and 30 feet distant westerly from such easterly right of way line.

Grantor and Grantee acknowledge that it is their intent that the widths of the portions of the right of way referred to in the two immediately preceding paragraphs shall be measured as if each outer boundary of the right of way were a continuous line, i.e., without regard to so-called "notching" or "notch-outs," as shown on the "Val Maps" as defined in that certain Purchase and Sale Agreement dated January 17, 2002, by and between Grantor and Grantee, as amended by First Amendment to Purchase and Sale Agreement dated as of September 19, 2002.

Union Pacific Railroad Co.
Real Estate Department
Omaha, NE.
September 12, 2002 T D.A

Segment 3 4d

Union Pacific Railroad Company

Utah County, Utah

Exhibit "B"

That portion of the Sharp Subdivision of the Union Pacific Railroad Company (formerly the San Pedro, Los Angeles & Salt Lake Railroad Company), that lies between a line drawn parallel and/or concentric with and 13 feet distant easterly as measured at right angles and/or radially from the center line of the main line track of said railroad subdivision, as now constructed and operated, and the easterly right of way line of said railroad subdivision as now located, said strip extends northerly from a line drawn at right angles to the centerline of the main line track at said railroad subdivision mile post 745.82, to a line drawn at right angles to the centerline of the main line track at said railroad subdivision mile post 749.99, and said strip of land being situate in, over and across the following legal subdivisions of Utah Country, Utah:

Subdivision	Section	Township	Range	Meridian
SE 1/4 NW 1/4	7	8S	3E	Salt Lake
NE 1/4	7	8S	3E	Salt Lake
E 1/2 SE 1/4	6	8S	3E	Salt Lake
E 1/2 NE 1/4	6	8S	3E	Salt Lake
E 1/2 SE 1/4	31	7S	3E	Salt Lake
E 1/2 NE 1/4	31	7S	3E	Salt Lake
E 1/2 SE 1/4	30	7S	3E	Salt Lake
E 1/2 NE 1/4	30	7S	3E	Salt Lake
E 1/2 SE 1/4	19	7S	3E	Salt Lake

Provided, however, that subject to the exception(s) from this quitclaim described below, the portion of the right of way quitclaimed hereby shall comprise not less than the easterly 20 00 feet of said portion of said right of way

EXCEPTING from the portion of the right of way quitclaimed hereby any portion thereof that lies between the westerly right of way line and a line drawn parallel and/or concentric with and 30 feet distant easterly from such westerly right of way line.

Grantor and Grantee acknowledge that it is their intent that the widths of the portions of the right of way referred to in the two immediately preceding paragraphs shall be measured as if each outer boundary of the right of way were a continuous line, i.e., without regard to so-called "notching" or "notch-outs," as shown on the "Val Maps" as defined in that certain Purchase and Sale Agreement dated January 17, 2002, by and between Grantor and Grantee, as amended by First Amendment to Purchase and Sale Agreement dated as of September 19, 2002

Union Pacific Railroad Co
Real Estate Department
Omaha, NE.
September 12, 2002 T D A

Segment 3 4e

Union Pacific Railroad Company

Salt Lake County, Utah

Exhibit "B"

That portion of the Bingham Industrial Lead of the Union Pacific Railroad Company (formerly the Denver & Rio Grand Railroad Company), that lies between the northerly right of way line as now located and a line drawn 35 feet distant southerly as measured at right angles and/or radially from said northerly right of way line, said strip extends westerly from said industrial lead mile post 0.00, to a line drawn at right angles to the center line of the main line track at said railroad subdivision mile post 6.60, said strip of land being situate in over and across the following legal subdivisions of Salt Lake County, Utah:

Subdivision	Section	Township	Range	Meridian
S 1/2 NW1/4	25	2S	1W	Salt Lake
S 1/2 NE1/4	26	2S	1W	Salt Lake
NW 1/4 SE1/4	26	2S	1W	Salt Lake
E 1/2 SW1/4	26	2S	1W	Salt Lake
N 1/2 NW1/4	35	2S	1W	Salt Lake
NE 1/4	34	2S	1W	Salt Lake
S1/2 NW 1/4	34	2S	1W	Salt Lake
NW 1/4 SW1/4	34	2S	1W	Salt Lake
SE 1/4	33	2S	1W	Salt Lake
SW 1/4	33	2S	1W	Salt Lake
SE 1/4 SE1/4	32	2S	1W	Salt Lake
N 1/2 NE1/4	5	3S	1W	Salt Lake
NW1/4	5	3S	1W	Salt Lake
S 1/2 NE1/4	6	3S	1W	Salt Lake
N1/2 SE1/4	6	3S	1W	Salt Lake
SW1/4	6	3S	1W	Salt Lake
SE1/4 SE1/4	1	3S	2W	Salt Lake
NE1/4	12	3S	2W	Salt Lake
S1/2 NW1/4	12	3S	2W	Salt Lake

Provided, however, that subject to the exception(s) from this quitclaim described below, the portion of the right of way quitclaimed hereby shall comprise not less than the northerly 30.00 feet of said portion of said right of way.

EXCEPTING from the portion of the right of way quitclaimed hereby any portion thereof that lies between the southerly right of way line and a line drawn parallel and/or concentric with and 30 feet distant northerly from such southerly right of way line.

Grantor and Grantee acknowledge that it is their intent that the widths of the portions of the right of way referred to in the two immediately preceding paragraphs shall be measured as if each outer boundary of the right of way were a continuous line, i.e., without regard to so-called "notching" or "notch-outs," as shown on the "Val Maps" as defined in that certain Purchase and Sale Agreement dated January 17, 2002, by and between Grantor and Grantee, as amended by First Amendment to Purchase and Sale Agreement dated as of September 19, 2002.

Union Pacific Railroad Co
Real Estate Department
Omaha, NE
September 10 2002 T.D.A
Segment 3 4f

Union Pacific Railroad Company

Davis County, Utah

Exhibit "B"

A parcel of land situate in the East One Half of Section 12, Township 4 North, Range 2 West, Salt Lake Base and Meridian. The boundaries of said parcel are described as follows:

Beginning at a point which is South 89°53'56" East along the Center Section line 437.58 feet from the Center of Section 12, Township 4 North, Range 2 West Salt Lake Base and Meridian (Basis of bearing being North 00°06'06" East 5272.14 feet between the Southeast Corner and the Northeast Corner of said Section 12) and running thence North 00°06'04" East 525.00 feet; thence South 89°53'56" East 1096.09 feet; thence South 00°06'04" West 232.50 feet; thence South 89°53'56" East 456.28 feet to the Westerly Right of Way Line of U.S. Highway 91; thence South 36°47'21" East along said Westerly Right of Way Line 1043.32 feet to the West Line of 1000 East Street, thence South 00°06'05" West along said West Line of 1000 East Street 776.50 feet; thence North 89°53'18" West 1293.01 feet, thence South 00°09'41" West 166.57 feet to the Easterly Line of the Union Pacific Railroad Right of Way (said Easterly Line of said Railroad being 100.00 feet perpendicularly distant from and parallel with the centerline of the two main tracks); thence North 29°56'34" West along said Easterly Line 1715.22 feet; thence North 89°53'56" West 26.73 feet to the Point of Beginning.

Containing 68.25 acres more or less.

Also, a parcel of land, as conveyed to the Oregon Short Line Railroad Company from Terry M. Wixom and Pamela T. Wixom in that certain Warranty Deed recorded March 26, 1985, as Entry 0697685, Book 1027, Page 1027, less and excepting from said parcel the property conveyed to Paul A. Vandaveer and Dona L. Vandaveer from the Union Pacific Railroad Company in that certain Warranty Deed recorded November 12, 1987, as Entry 0807637, Book 1204, Pages 163-165, also less and excepting from said parcel the property conveyed to Paul A. Vandaveer and Dona L. Vandaveer from the Union Pacific Railroad Company in that certain Quitclaim Deed recorded November 12, 1987, as Entry 0807638, Book 1204, Pages 166-168, together with the property conveyed to the Oregon Short Line Railroad Company from Paul A. Vandaveer and Dona L. Vandaveer in that certain Quitclaim Deed recorded November 12, 1987, as Entry 0807639, Book 1204, Pages 169-171, also together with the property conveyed to the Oregon Short Line Railroad Company from Paul A. Vandaveer and Dona L. Vandaveer in that certain Warranty Deed recorded November 12, 1987, as Entry 0807640, Book 1204, Pages 172-174, situate in the Southwest Quarter of Northeast of Section 12, Township 4 North, Range 2 West, Salt Lake Base and Meridian and described as follows:

Basis of Bearing

All bearings and distances contained herein, are expressed as grid bearings and ground distances based on the following defined coordinate projection:

System Projection	Transverse Mercator
System Datum	NAD - 1983/1994 (Federal Base Network - 2000 Adjustment)
System Elevation	4400 Feet Above Mean Sea Level (NAVD 88)
Origin Latitude	39°45'00.00" North
Origin Longitude	111°52'30.00" West
Scale Factor	1.000205271907
False Northing	75,000.00
False Easting	75,000.00

Beginning at a point on the Easterly Right of Way Line of the Oregon Short Line Railroad and the Northwest Corner of said parcel, said point being South 00°14'51" West 1939.44 feet along the Section Line to a point on said Easterly Right of Way Line and South 29°52'27" East 137.21 feet along said Easterly Right of Way Line from the North Quarter Corner of said Section 12; thence South 29°52'27" East 672.38 feet along said Easterly Right of Way Line to a point on the South Line of the Northeast Quarter of said Section 12; thence South 89°54'52" East 31.99 feet along said South Line; thence North 00°15'01" East 465.96 feet to the Northeast Corner of said parcel; thence South 86°57'28" West 240.04 feet; thence North 44°51'35" West 183.22 to the Point of Beginning.

Contains 79,001 square feet or 1.814 acres.

Union Pacific Railroad Company

Salt Lake County, Utah

Exhibit "B"

RECORD DESCRIPTION PARCEL 1:

A parcel of land situate in the Northwest Quarter of the Northeast Quarter of Section 14, and the West Half of the Southeast Quarter and the Southwest Quarter of the Northeast Quarter of Section 11, Township 1 North, Range 1 West, Salt Lake Base and Meridian. The boundaries of said land are described as follows:

Beginning at a point in the Easterly Right of Way Line of the Oregon Short Line Railroad Company, which point is 200.00 feet distant Easterly, measured at right angles from the centerline of the Easterly or Westbound main track of said railroad at Railroad Survey Station 1701+46.17, said station being 367.1 feet Easterly along the North line of said Section 14 and 559.27 feet Southerly, measured along said center line of the Westbound main track from the North Quarter Corner of said Section 14; thence Easterly along a line parallel to the North line of said Section 14, 316.6 feet, more or less, to a point on the Westerly no-access and right of way line of Highway known as Project 1-15-7; thence North 02°51' East 336.56 feet to a point of tangency with a 1238.42 foot radius curve to the left at a point 512.45 feet distant Easterly, measured at right angles, from said center line of the Westbound main track at Railroad Survey Station 1697+91.75; thence Northerly 323.37 feet along the arc of said 1238.42 foot radius curve to a point 468.14 feet distant Easterly, measured at right angles, from said center line of the Westbound main track at Railroad Survey Station 1694+72.36; thence North 12°07' West 655.61 feet to a point of tangency with a 2060.10 foot radius curve to the right at a point 294.30 feet distant Easterly, measured at right angles, from said center line of the Westbound main track at Railroad Survey Station 1688+40.22; thence Northeasterly 1255.77 feet along the arc of said 2060.10 foot radius curve to a point 338.98 feet distant Easterly, measured at right angles, from said center line of the Westbound main track at Railroad Survey Station 1676+05.54, thence North 22°47' East 344.21 feet to a point 454.01 feet distant Easterly, measured at right angles, from said center line of the Westbound main track at Railroad Survey Station 1672+81.12; thence North 11°00' East 395.26 feet to a point 507.15 feet distant Easterly, measured at right angles, from said center line of the Westbound main track at Railroad Survey Station 1668+89.45, said point being 113.66 feet radially distant Southeasterly from the center line of the Northbound line of Highway known as Project No. 1-215-9 at Highway Engineer Station 958+52.58, thence Westerly 64.12 feet, along a straight line, to a point 443.09 feet distant Easterly, measured at right angles, from said center line of the Westbound main track at Railroad Survey Station 1668+89.98, which said point is 80.00 feet radially distant Southeasterly from said center line of said Northbound line, of said highway at Highway Engineer Station 958+00, thence Southwesterly 111.35 feet, along a straight line, to a point 373.80 feet distant Easterly, measured at right angles, from said center line of the Westbound main track at Railroad Survey Station 1669+77.07, which said point is 120.00 feet radially distant Southeasterly from said center line of the Northbound line of said highway at Highway Engineer Station 957+00, thence Westerly 310.43 feet along the arc of a 2666.48 foot radius curve to the right to a point 90.00 feet distant Easterly, measured at right angles, from said center line of the Westbound main track at Railroad Survey Station 1671+18.16, said point being 120.00 feet radially distant Southerly from said center line of said Northbound line of said highway at Highway Engineer Station 954+03.54 (Note. Tangent to said 2666.48 foot radius curve at its point of beginning bears South 64°12'35" West), thence Westerly 40.38 feet, along a straight line to a point on the Easterly right of way line of said railroad which point is 50.00 feet distant Easterly, measured at right angles, from said center line of the Westbound main track at Railroad Survey Station 1671+23.7, thence Southerly 2463.20 feet along said Easterly right of way line of the railroad to the South line of said Section 11 at Railroad Survey Station 1695+86.9, thence Easterly 150.00 feet along said Section Line to a point 200.00 feet distant Easterly, measured at right angles, from said center

line of the Westbound main track; thence Southerly 570.34 feet along a line parallel with said center line of the Westbound main track to the point of beginning

RECORD DESCRIPTION PARCEL 2

A parcel of land situate in Lot 3 at the West Half of the Northeast Quarter of Section 14, Township 1 North, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at a point in the Easterly right of way line of the Oregon Short Line Railroad Company, which point is 200.00 feet distant Easterly, measured at right angles from the center line of the Easterly or Westbound main track of said railroad at Railroad Survey Station 1724+12.6, said station being 367.1 feet Easterly along the North Line of said Section 14 and 2825.7 feet Southerly, measured along said center line of the Westbound main track from the North Quarter Corner of said Section 14; thence Easterly along a line parallel to the North line of said Section 14, 113.0, more or less, to a point in the Northwestern no-access and right of way line of Highway known as Project No. 1-15-7; thence North 31°07' East 168.00 feet, more or less to a point of tangency with a 1159.74 foot radius curve to the left at a point 392.03 feet distant Easterly, measured at right angles from the center line of the Easterly or Westbound main track of said railroad at Railroad Survey Station 1722+57.72; thence Northeasterly and Northerly 572.24 feet along the arc of said 1159.74 foot radius curve to a point 526.37 feet distant Easterly, measured at right angles from the center line of the Easterly or Westbound main track of said railroad at Railroad Survey Station 1717+07.43; thence North 2°51' East 144.02 feet to a point on the North Boundary line of Salt Lake County which point is 526 feet distant Easterly along said county line from said center line of the Westbound main track at Railroad Survey Station 1715+93.7; thence North 2°51' East 1435.15 feet; thence Westerly along a line parallel to the North Line of said Section 14, 316.6 feet, more or less, to a point in the Easterly right of way line of said Railroad Company, which point is 200.00 feet distant Easterly, measured at right angles from the center line of the Easterly or Westbound main track of said railroad at Railroad Survey Station 1701+46.17; thence Southerly 2266.43 feet, more or less, along said Easterly right of way line of said Railroad to the point of beginning.

NEW DESCRIPTION PARCEL 3.

Beginning at a point on the North Line of Section 14, Township 1 North, Range 1 West, Salt Lake Base and Meridian, said point being South 89°57'13" East along said North Line 416.07 feet from the North Quarter Corner of said Section 14, said North Quarter Corner being North 89°53'48" East 2641.00 feet from the Northwest Corner of said Section 14 (Basis of Bearing being North 18°28'33" East from said Northwest Corner to Radar), said point of beginning also being 50.60 feet perpendicularly distant from the centerline of the Easterly or Westbound main track; and running thence South 89°57'13" East 150.23 feet along said North Line of said Section 14; thence South 03°14'38" West 2836.87 parallel with and 200.00 feet perpendicularly distant from said Easterly or Westbound main track; thence North 86°45'22" West 150.00 feet to a point which is 50.00 feet perpendicularly distant from said centerline of the Easterly or Westbound main track; thence parallel with and 50.00 feet perpendicularly distant from said centerline of the Easterly or Westbound main track North 03°14'38" East 2828.49 feet to the point of beginning

Containing 9.75 acres, more or less

Union Pacific Railroad Co
Real Estate Department
Omaha, NE.
September 10, 2002

(Beck Street Facility)

Union Pacific Railroad Company

Davis County, Utah

Exhibit "B"

Portions of the Salt Lake Subdivision of the Union Pacific Railroad Company (formerly the Oregon Short Line Railroad Company and, originally, the Utah Central Railroad Company) Right of Way, said portions being non-continuous strips of land adjoining the Westerly Line of that portion of said Right of Way conveyed to Utah Transit Authority in that certain Quitclaim Deed recorded September 20, 2002, as Entry 1787695, Book 3130, beginning at Page 670, said strips extending Northerly from the South Line to the North Line of Davis County, said South Line crosses the centerline of the main line track of said Salt Lake Subdivision at mile post 786.50, and said North Line crosses the centerline of the main line track of said Salt Lake Subdivision at mile post 812.20, being situate in the following 33 Sections and described as follows:

Basis of Bearing

All bearings and distances contained herein, are expressed as grid bearings and ground distances based on the following defined coordinate projection:

System Projection	Transverse Mercator
System Datum	NAD – 1983/1994 (Federal Base Network – 2000 Adjustment)
System Elevation	4400 Feet Above Mean Sea Level (NAVD 88)
Origin Latitude	39°45'00.00" North
Origin Longitude	111°52'30.00" West
Scale Factor	1.000205271907
False Northing	75,000.00
False Easting	75,000.00

Expressly excepting and excluding from the following described Tracts, those lands within public streets and roads that were not conveyed to, or vacated unto, said Utah Central Railroad Company, and/or successor companies.

TRACT D1 - Section 14, Township 1 North, Range 1 West, Salt Lake Base and Meridian

Beginning at the point of intersection of said Westerly Line and the North Line of said Section 14, said point being North 89°51'45" West 2246.02 feet from the Northeast Corner of said Section 14 (said Northeast Corner position computed from field surveyed positions of the South Quarter Corner and the North Quarter Corner of said Section 14, and data shown on the Salt Lake County Surveyor's Section Corner Tie Sheet for said Section 14, dated April 1, 1999) and South 89°51'45" East 396.96 feet from the North Quarter Corner of said Section 14, thence North 89°51'45" West 15 15 feet along said North Line; thence South 03°16'01" West 2006 38 feet to the South Line of Davis County, said South Line determined from that certain Township Reference Plat recorded November 17, 1972, Davis County Recorder Entry No 372978; thence North 89°58'22" East 14.96 feet along said South Line to a point on said Westerly Line, thence Northerly 2006.34 feet along said Westerly Line to the Point of Beginning. Contains 30,282 square feet or 0 6952 acres.

TRACT D2 - Section 11, Township 1 North, Range 1 West, Salt Lake Base and Meridian

Beginning at the point of intersection of said Westerly Line and the South Line of said Section 11, said point being North 89°51'45" West 2246 02 feet from the Southeast Corner of said Section 11 (said Southeast Corner position computed from field surveyed positions of the South Quarter Corner

and the North Quarter Corner of Section 14, Township 1 North, Range 1 West, Salt Lake Base and Meridian, and data shown on the Salt Lake County Surveyor's Section Corner Tie Sheet for said Section 14, dated April 1, 1999) and South 89°51'45" East 396.96 feet from the South Quarter Corner of said Section 11, thence Northerly 5329.69 feet along said Westerly Line to a point on the North Line of said Section 11, said point bearing North 89°45'23" West 1781.42 feet from the Northeast Corner of said Section 11 and South 89°45'23" East 846.43 feet from the North Quarter Corner of said Section 11; thence North 89°45'23" West 15.21 feet along said North Line; thence South 14°38'37" West 84.84 feet; thence South 14°48'52" West 38.43 feet; thence South 14°23'16" West 113.03 feet; thence South 13°44'14" West 38.70 feet; thence 969.73 feet along the arc of a curve to the left with a radius of 6010.00 feet, through a central angle of 09°14'41" (long chord = South 09°06'54" West 968.68 feet); thence South 04°29'33" West 38.70 feet; thence South 03°50'32" West 113.03 feet; thence South 03°24'55" West 38.43 feet; thence South 03°35'10" West 844.58 feet; thence 149.34 feet along the arc of a curve to the left with a radius of 22,930.00 feet, through a central angle of 00°22'23" (long chord = South 03°23'58" West 149.34 feet); thence South 03°12'47" West 420.99 feet; thence 139.09 feet along the arc of a curve to the left with a radius of 38,210.00 feet, through a central angle of 00°12'31" (long chord = South 03°06'31" West 139.09 feet); thence South 03°00'16" West 249.45 feet; thence 105.04 feet along the arc of a curve to the right with a radius of 22,910.00 feet, through a central angle of 00°15'46" (long chord = South 03°08'09" West 105.04 feet); thence South 03°16'01" West 1985.83 feet to the South Line of said Section 11; thence South 89°51'45" East 15.15 feet along said South Line to the Point of Beginning. Contains 78,385 square feet or 1.7995 acres

TRACT D3 - Section 2, Township 1 North, Range 1 West, Salt Lake Base and Meridian

Beginning at the point of intersection of said Westerly Line and the South Line of said Section 2, said point being North 89°45'23" West 1781.42 feet from the Southeast Corner of said Section 2 and South 89°45'23" East 846.43 feet from the South Quarter Corner of said Section 2; thence Northerly 4590.90 feet along said Westerly Line; thence departing from said Westerly Line North 75°21'23" West 4.16 feet; thence North 14°38'37" East 926.37 feet to a point on the North Line of said Section 2, said point bearing North 87°55'32" West 281.26 feet from the Northeast Corner of said Section 2 and South 87°55'32" East 2355.28 feet from the North Quarter Corner of said Section 2; thence North 87°55'32" West 18.34 feet along said North Line; thence South 14°38'53" West 49.91 feet, thence South 14°38'34" West 500.00 feet; thence South 14°38'59" West 500.00 feet; thence South 14°38'28" West 464.36 feet, thence South 14°36'18" West 95.03 feet; thence South 14°24'45" West 80.58 feet; thence South 14°13'37" West 95.04 feet; thence South 14°12'55" West 137.92 feet; thence South 13°45'58" West 244.51 feet; thence South 13°34'15" West 34.75 feet; thence South 14°00'13" West 60.21 feet, thence 80.42 feet along the arc of a curve to the right with a radius of 11,450.00 feet, through a central angle of 00°24'09" (long chord = South 14°12'18" West 80.42 feet); thence South 14°24'22" West 60.21 feet; thence South 14°50'21" West 34.75 feet; thence South 14°38'37" West 3079.42 feet to the South Line of said Section 2, thence South 89°45'23" East 15.21 feet along said South Line to the Point of Beginning. Contains 91,827 square feet or 2.1081 acres

TRACT D4 - Section 35, Township 2 North, Range 1 West, Salt Lake Base and Meridian

Beginning at a point on the South Line of said Section 35, said point being North 87°55'32" West 281.26 feet from the Southeast Corner of said Section 35 and South 87°55'32" East 2355.28 feet from the South Quarter Corner of said Section 35; thence North 14°38'37" East 1104.85 feet to a point on the East Line of said Section 35, said point bearing North 00°05'37" West 1079.14 feet from the Southeast Corner of said Section 35 and South 00°05'37" East 1617.62 feet from the East Quarter Corner of said Section 35 (said East Quarter Corner position being South 89°52'34" East 278.58 feet and North 00°05'09" West 824.15 feet from the Monument at the intersection of 2600 South and 1100 West Streets as referenced on the Davis County Surveyor's Section Corner Tie Sheet); thence North 00°05'37" West 70.37 feet along said East Line, thence South 14°38'52" West 226.80 feet, thence South 14°38'18" West 500.00 feet, thence South 14°38'53" East 450.09 feet to

the South Line of said Section 35, thence North 87°55'32" East 18 34 feet along said South Line to the Point of Beginning Contains 20,414 square feet or 0.4686 acres

TRACT D5 - Section 36, Township 2 North, Range 1 West, Salt Lake Base and Meridian

Beginning at a point on the West Line of said Section 36, said point being North 00°05'37" West 1079.14 feet from the Southwest Corner of said Section 36 and South 00°05'37" East 1617.62 feet from the West Quarter Corner of said Section 36 (said West Quarter Corner position being South 89°52'34" East 278.58 feet and North 00°05'09" West 824.15 feet from the Monument at the intersection of 2600 South and 1100 West Streets as referenced on the Davis County Surveyor's Section Corner Tie Sheet); thence North 14°38'37" East 2809.52 feet; thence South 75°21'23" East 3.92 feet to a point on said Westerly Line; thence Northerly 1611.61 feet along said Westerly Line to a point on the North Line of said Section 36, said point bearing South 89°51'14" West 1531.09 feet from the North Quarter Corner of said Section 36 and North 89°51'14" East 1128.09 feet from the Northwest Corner of said Section 36; thence South 89°51'14" West 14.23 feet along said North Line; thence South 14°38'37" West 393.78 feet; thence 377.18 feet along the arc of a curve to the right with a radius of 22,910.00 feet, through a central angle of 00°56'36" (long chord = South 15°06'55" West 377.17 feet), thence South 15°35'13" West 162.12 feet; thence South 15°04'20" West 67.99 feet; thence South 14°52'27" West 377.48 feet; thence South 14°38'12" West 197.75 feet; thence South 14°39'22" West 500.00 feet; thence South 14°38'41" West 500.00 feet; thence South 14°38'26" West 500.00 feet; thence South 14°38'19" West 500.00 feet; thence South 14°39'02" West 500.00 feet; thence South 14°38'52" West 273.20 feet to the West Line of said Section 36; thence South 00°05'37" East 70.37 feet along said West Line to the Point of Beginning Contains 77,821 square feet or 1.7865 acres

TRACT D6 - Section 25, Township 2 North, Range 1 West, Salt Lake Base and Meridian

Beginning at the point of intersection of said Westerly Line and the South Line of said Section 25, said point being South 89°51'14" West 1531.09 feet from the South Quarter Corner of said Section 25 and North 89°51'14" East 1128.09 feet from the Southwest Corner of said Section 25; thence Northerly 5556.52 feet along said Westerly Line to a point on the North Line of said Section 25, said point bearing North 89°54'30" West 2508.98 feet from the Northeast Corner of said Section 25 (said Northeast Corner position being South 89°54'30" East 165.00 feet along the Section Line East from the Witness Corner as shown on the Davis County Surveyor's Section Corner Tie Sheet) and South 89°54'30" East 135.49 feet from the North Quarter Corner of said Section 25 (said North Quarter Corner position being North 19°34'33" East 581.02 feet from the Monument at the intersection of 500 South and 800 West Streets as referenced on the Davis County Surveyor's Section Corner Tie Sheet); thence North 89°54'30" West 14.57 feet along said North Line; thence South 19°08'51" West 3044.41 feet; thence 708.25 feet along the arc of a curve to the left with a radius of 9010.00 feet, through a central angle of 04°30'14" (long chord = South 16°53'44" West 708.07 feet); thence South 14°38'37" West 1803.84 feet to the South Line of said Section 25, thence North 89°51'14" East 14.23 feet along said South Line to the Point of Beginning Contains 77,426 square feet or 1.7775 acres.

TRACT D7 - Section 24, Township 2 North, Range 1 West, Salt Lake Base and Meridian

Beginning at the point of intersection of said Westerly Line and the South Line of said Section 24, said point being North 89°54'30" West 2508.98 feet from the Southeast Corner of said Section 24 (said Southeast Corner position being South 89°54'30" East 165.00 feet along the Section Line from the Witness Corner as shown on the Davis County Surveyor's Section Corner Tie Sheet) and South 89°54'30" East 135.49 feet from the South Quarter Corner of said Section 24 (said South Quarter Corner position being North 19°34'33" East 581.02 feet from the Monument at the intersection of 500 South and 800 West Streets as referenced on the Davis County Surveyor's Section Corner Tie Sheet), thence Northerly 5654.96 feet along said Westerly Line to a point on the North Line of said Section 24, said point bearing South 89°51'09" West 474.52 feet from the Northeast Corner of said Section 24 and North 89°51'09" East 2162.11 feet from the North Quarter Corner of said Section 24, thence South 89°51'09" West 12.13 feet along said North Line, thence South 22°18'35" West 405.86

feet; thence 171.41 feet along the arc of a curve to the left with a radius of 22,930.00 feet, through a central angle of 00°25'42" (long chord = South 22°05'44" West 171.41 feet); thence South 21°52'53" West 1205.53 feet; thence 115.64 feet along the arc of a curve to the right with a radius of 22,910.00 feet, through a central angle of 00°17'21" (long chord = South 22°01'34" West 115.64 feet); thence South 22°10'14" West 326.45 feet; thence 139.11 feet along the arc of a curve to the left with a radius of 22,930.00 feet, through a central angle of 00°20'51" (long chord = South 21°59'49" West 139.11 feet); thence South 21°49'23" West 281.09 feet; thence 92.92 feet along the arc of a curve to the left with a radius of 22,930.00 feet, through a central angle of 00°13'56" (long chord = South 21°42'25" West 92.92 feet); thence South 21°35'27" West 267.38 feet; thence 116.19 feet along the arc of a curve to the right with a radius of 22,910.00 feet, through a central angle of 00°17'26" (long chord = South 21°44'10" West 116.19 feet); thence South 21°52'53" West 440.89 feet; thence South 22°04'36" West 34.78 feet; thence South 21°38'39" West 60.27 feet; thence 452.25 feet along the arc of a curve to the left with a radius of 11,470.00 feet, through a central angle of 02°15'33" (long chord = South 20°30'52" West 452.22 feet); thence South 19°23'06" West 60.27 feet; thence South 18°57'09" West 34.78 feet; thence South 19°08'51" West 1451.04 feet to the South Line of said Section 24; thence North 89°54'30" East 14.57 feet along said South Line to the Point of Beginning. Contains 82,705 square feet or 1.8986 acres.

TRACT D8 - Section 13, Township 2 North, Range 1 West, Salt Lake Base and Meridian

Beginning at the point of intersection of said Westerly Line and the South Line of said Section 13, said point being South 89°51'09" West 474.52 feet from the Southeast Corner of said Section 13 and North 89°51'09" East 2162.11 feet from the South Quarter Corner of said Section 13; thence Northerly 1639.61 feet along said Westerly Line; thence 65.36 feet along the arc of a curve to the right with a radius of 5527.96 feet, through a central angle of 00°40'39" (long chord = South 01°40'08" West 65.36 feet); thence South 02°26'04" West 59.62 feet; thence South 03°30'56" West 27.87 feet; thence 840.29 feet along the arc of a curve to the right with a radius of 3140.00 feet, through a central angle of 15°19'58" (long chord = South 11°10'55" West 837.78 feet); thence South 18°50'54" West 27.18 feet; thence South 19°49'10" West 61.42 feet; thence South 20°41'30" West 64.19 feet; thence South 21°26'19" West 75.92 feet; thence South 22°04'48" West 120.03 feet; thence South 22°31'58" West 30.66 feet; thence South 22°18'35" West 268.42 feet to the South Line of said Section 13, thence North 89°51'09" East 12.13 feet along said South Line to the Point of Beginning. Contains 14,353 square feet or 0.3295 acres. Contains 14,353 square feet or 0.3295 acres

Together with;

Beginning at the point of intersection of said Westerly Line and the North Line of said Section 13, said point bearing North 89°50'58" West 36.18 feet from the Northeast Corner of said Section 13 and South 89°50'58" East 2611.37 feet from the North Quarter Corner of said Section 13, thence North 89°50'58" West 2.35 feet along said North Line; thence South 00°17'36" West 2682.94 feet; thence 95.73 feet along the arc of a curve to the left with a radius of 22,930.00 feet, through a central angle of 00°14'21" (long chord = South 00°10'25" West 95.73 feet); thence South 00°03'15" West 541.69 feet to a point on said Westerly Line, thence Northerly 3320.35 feet along said Westerly Line to the Point of Beginning. Contains 7256 square feet or 0.1666 acres

TRACT D9 - Section 12, Township 2 North, Range 1 West, Salt Lake Base and Meridian

Beginning at the point of intersection of said Westerly Line and the South Line of said Section 12, said point being North 89°50'58" West 36.18 feet from the Southeast Corner of said Section 12 and South 89°50'58" East 2611.37 feet from the South Quarter Corner of said Section 12; thence Northerly 5301.07 feet along said Westerly Line to a point on the North Line of said Section 12, said point bearing North 89°56'50" West 8.46 feet from the Northeast Corner of said Section 12 and South 89°56'50" East 2631.89 feet from the North Quarter Corner of said Section 12; thence North 89°56'50" West 2.93 feet along said North Line, thence South 00°17'23" West 2343.93 feet, thence 121.41 feet along the arc of a curve to the left with a radius of 22,930.00 feet, through a central angle

of 00°18'12" (long chord = South 00°08'17" West 121.41 feet), thence South 00°00'49" West 261.95 feet, thence 216.21 feet along the arc of a curve to the right with a radius of 22,910.00 feet, through a central angle of 00°32'27" (long chord = South 00°15'25" West 216.21 feet); thence South 00°31'38" West 257.93 feet; thence 93.60 feet along the arc of a curve to the left with a radius of 22,930.00 feet, through a central angle of 00°14'02" (long chord = South 00°24'37" West 93.60 feet), thence South 00°17'36" West 2006.05 feet to the South Line of said Section 12, thence South 89°50'58" East 2.35 feet along said South Line to the Point of Beginning. Contains 13,070 square feet or 0.3000 acres.

TRACT D10 - Section 1, Township 2 North, Range 1 West, Salt Lake Base and Meridian

Beginning at the point of intersection of said Westerly Line and the South Line of said Section 1, said point being North 89°56'50" West 8.46 feet from the Southeast Corner of said Section 1 and South 89°56'50" East 2631.89 feet from the South Quarter Corner of said Section 1; thence Northerly 1671.63 feet along said Westerly Line to a point on the East Line of said Section 1; thence North 00°00'05" East 591.46 feet along said East Line to a point, said point bearing South 00°00'05" West 378.62 feet from the East Quarter Corner of said Section 1; thence South 00°17'23" West 2263.09 feet to the South Line of said Section 1, thence South 89°56'50" East 2.93 feet along said South Line to the Point of Beginning. Contains 5821 square feet or 0.1336 acres.

TRACT D11 - Section 6, Township 2 North, Range 1 East, Salt Lake Base and Meridian

Beginning at the point of intersection of said Westerly Line of and the West Line of said Section 6, said point being North 00°00'05" East 1671.62 feet from the Southwest Corner of said Section 6 and South 00°00'05" West 970.08 feet from the West Quarter Corner of said Section 6; thence Northerly 3612.13 feet along said Westerly Line to a point on the North Line of said Section 6, said point bearing South 89°29'43" West 2629.56 feet from the North Quarter Corner of said Section 6 (said North Quarter Corner position being South 89°29'43" West 418.18 feet from the Witness Corner as shown on the Davis County Surveyor's Section Corner Tie Sheet) and North 89°29'43" East 17.62 feet from the Northwest Corner of said Section 6 (said Northwest Corner position being South 89°22'38" West 36.50 feet from the Witness Corner as shown on the Davis County Surveyor's Section Corner Tie Sheet); thence South 89°29'43" West 3.07 feet along said North Line; thence South 00°17'23" West 3020.64 feet to a point on the West Line of said Section 6, said point being South 00°00'05" West 378.62 feet from the West Quarter Corner of said Section 6; thence South 00°00'05" West 591.46 feet along said West Line to the Point of Beginning. Contains 10,047 square feet or 0.2306 acres.

TRACT D12 - Section 31, Township 3 North, Range 1 East, Salt Lake Base and Meridian

Beginning at the point of intersection of said Westerly Line and the South Line of said Section 31, said point being South 89°29'43" West 2629.56 feet from the South Quarter Corner of said Section 31 (said South Quarter Corner position being South 89°29'43" West 418.18 feet from the Witness Corner as shown on the Davis County Surveyor's Section Corner Tie Sheet) and North 89°29'43" East 17.62 feet from the Southwest Corner of said Section 31 (said Southwest Corner position being South 89°22'38" West 36.50 feet from the Witness Corner as shown on the Davis County Surveyor's Section Corner Tie Sheet); thence Northerly 5307.03 feet along said Westerly Line to a point on the North Line of said Section 31, said point bearing South 89°30'39" West 2572.10 feet from the North Quarter Corner of said Section 31 and North 89°30'39" East 74.84 feet from the Northwest Corner of said Section 31, thence South 89°30'39" West 3.21 feet along said North Line, thence South 00°17'23" West 5307.03 feet to the South Line of said Section 31; thence North 89°29'43" East 3.07 feet along said South Line to the Point of Beginning. Contains 16,681 square feet or 0.3829 acres.

TRACT D13 - Section 30, Township 3 North, Range 1 East, Salt Lake Base and Meridian

Beginning at the point of intersection of said Westerly Line and the South Line of said Section 30, said point being South 89°30'39" West 2572.10 feet from the South Quarter Corner of said Section 30 and North 89°30'39" East 74.84 feet from the Southwest Corner of said Section 30, thence Northerly 2857.27 feet along said Westerly Line to a point on the West Line of said Section 30, said point

bearing South 00°21'22" East 2466.55 feet from the Northwest Corner of said Section 30 and North 00°21'22" West 178.61 feet from the West Quarter Corner of said Section 30 (said West Quarter Corner position being North 00°20'59" West 191.70 feet from the Witness Corner as shown on the Davis County Surveyor's Section Corner Tie Sheet); thence South 00°21'22" East 26.64 feet along said West Line; thence 742.72 feet along the arc of a curve to the right with a radius of 3790.00 feet, through a central angle of 11°13'42" (long chord = South 07°26'17" East 741.54 feet); thence South 01°49'26" East 29.95 feet; thence South 00°56'43" East 74.76 feet; thence South 00°07'48" East 108.77 feet, thence South 00°21'17" East 66.16 feet, thence South 00°17'23" West 1807.38 feet to the South Line of said Section 30; thence North 89°30'39" East 3.21 feet along said South Line to the Point of Beginning. Contains 12,352 square feet or 0.2836 acres.

TRACT D14 - Section 25, Township 3 North, Range 1 West, Salt Lake Base and Meridian

Beginning at the point of intersection of said Westerly Line and the East Line of said Section 25, said point being South 00°21'22" East 2466.55 feet from the Northeast Corner of said Section 25 and North 00°21'22" West 178.61 feet from the East Quarter Corner of said Section 25 (said East Quarter Corner position being North 00°20'59" West 191.70 feet from the Witness Corner as shown on the Davis County Surveyor's Section Corner Tie Sheet); thence Northerly 2572.30 feet along said Westerly Line to a point on the North Line of said Section 25, said point bearing North 89°59'05" West 714.04 feet from the Northeast Corner of said Section 25 and South 89°59'05" East 1928.42 feet from the North Quarter Corner of said Section 25; thence North 89°59'05" West 1.99 feet along said North Line; thence South 16°31'25" East 2229.12 feet, thence South 16°35'18" East 66.16 feet; thence South 16°06'13" East 108.77 feet; thence South 15°17'18" East 74.76 feet; thence South 14°24'35" East 29.95 feet; thence 89.81 feet along the arc of a curve to the right with a radius of 3790.00 feet, through a central angle of 01°21'28" (long chord = South 13°43'51" East 89.81 feet) to the East Line of said Section 25; thence North 00°21'22" West 26.64 feet along said East Line to the Point of Beginning. Contains 6451 square feet or 0.1481 acres

TRACT D15 - Section 24, Township 3 North, Range 1 West, Salt Lake Base and Meridian

Beginning at the point of intersection of said Westerly Line and the South Line of said Section 24, said point being North 89°59'05" West 714.04 feet from the Southeast Corner of said Section 24 and South 89°59'05" East 1928.42 feet from the South Quarter Corner of said Section 24; thence Northerly 6038.93 feet along said Westerly Line to a point on the North Line of said Section 24, said point bearing South 89°54'32" West 609.11 feet from the North Quarter Corner of said Section 24 (said North Quarter Corner position being South 89°45'28" West 94.50 feet from the Witness Corner as shown on the Davis County Surveyor's Section Corner Tie Sheet) and North 89°54'32" East 2013.05 feet from the Northwest Corner of said Section 24; thence South 89°54'32" West 32.38 feet along said North Line; thence South 50°27'45" East 675.82 feet, thence 150.12 feet along the arc of a curve to the right with a radius of 12,100.82 feet, through a central angle of 00°42'39" (long chord = South 50°12'13" East 150.12 feet), thence 154.62 feet along the arc of a curve to the right with a radius of 3980.13 feet, through a central angle of 02°13'33" (long chord = South 48°42'13" East 154.61 feet); thence 1428.39 feet along the arc of a curve to the right with a radius of 2935.00 feet, through a central angle of 27°53'04" (long chord = South 33°30'16" East 1414.34 feet); thence 90.93 feet along the arc of a curve to the right with a radius of 3471.34 feet, through a central angle of 01°30'03" (long chord = South 18°45'29" East 90.93 feet), thence 104.96 feet along the arc of a curve to the right with a radius of 4347.17 feet, through a central angle of 01°23'00" (long chord = South 17°58'56" East 104.96 feet); thence 99.98 feet along the arc of a curve to the right with a radius of 8458.08 feet, through a central angle of 00°40'38" (long chord = South 16°56'38" East 99.97 feet); thence South 16°32'03" East 599.77 feet, thence South 16°33'17" East 99.97 feet; thence South 16°44'18" East 99.97 feet; thence 153.87 feet along the arc of a curve to the left with a radius of 7433.75 feet, through a central angle of 01°11'09" (long chord = South 17°14'13" East 153.86 feet), thence South 17°43'52" East 647.42 feet, thence South 17°53'41" East 40.30 feet; thence South 17°28'52" East 59.66 feet, thence 141.39 feet along the arc of a curve to the right with a radius of 11,450.00 feet, through a central angle of 00°42'27" (long chord = South 17°07'39" East 141.39 feet),

thence South 16°46'25" East 59.66 feet, thence South 16°21'36" East 40.30 feet, thence South 16°31'25" East 1401.50 feet to the South Line of said Section 24, thence South 89°59'05" East 1.99 feet along said South Line to the Point of Beginning. Contains 94,953 square feet or 2.1798 acres.

TRACT D16 - Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian
Beginning at the point of intersection of said Westerly Line and the South Line of said Section 13, said point being South 89°54'32" West 609.11 feet from the South Quarter Corner of said Section 13 (said South Quarter Corner position being South 89°45'28" West 94.50 feet from the Witness Corner as shown on the Davis County Surveyor's Section Corner Tie Sheet) and North 89°54'32" East 2013.05 feet from the Southwest Corner of said Section 13; thence Northerly 2605.20 feet along said Westerly Line to a point on the West Line of said Section 13, said point bearing South 00°05'38" West 976.72 feet from the West Quarter Corner of said Section 13 and North 00°05'38" East 1660.21 feet from the Southwest Corner of said Section 13, thence South 00°05'38" West 12.36 feet along said West Line; thence South 49°40'41" East 311.71 feet; thence South 49°44'24" East 208.34 feet; thence South 49°51'53" East 200.90 feet; thence 113.11 feet along the arc of a curve to the left with a radius of 22,930.00 feet, through a central angle of 00°16'57" (long chord = South 50°19'17" East 113.11 feet); thence South 50°27'45" East 1738.42 feet to the South Line of said Section 13; thence North 89°54'32" East 32.38 feet along said South Line to the Point of Beginning. Contains 47,768 square feet or 1.0966 acres.

TRACT D17 - Section 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian
Beginning at the point of intersection of said Westerly Line and the East Line of said Section 14, said point being South 00°05'38" West 976.72 feet from the East Quarter Corner of said Section 14 and North 00°05'38" East 1660.21 feet from the Southeast Corner of said Section 14; thence Northerly 3447.38 feet along said Westerly Line; thence South 49°34'07" East 300.63 feet; thence 381.54 feet along the arc of a curve to the left with a radius of 22,930.00 feet, through a central angle of 00°57'12" (long chord = South 50°02'44" East 381.53 feet); thence South 50°31'20" East 2433.04 feet; thence 340.09 feet along the arc of a curve to the right with a radius of 22,910.00 feet, through a central angle of 00°51'02" (long chord = South 50°05'49" East 340.08 feet) to the East Line of said Section 14; thence North 00°05'38" East 12.36 feet along said East Line to the Point of Beginning. Contains 24,400 square feet or 0.5601 acres.

TRACT D18 - Section 10, Township 3 North, Range 1 West, Salt Lake Base and Meridian
Beginning at the point of intersection of said Westerly Line and the North Line of said Section 10, said point bearing North 89°59'08" West 397.84 feet from the North Quarter Corner of said Section 10 (said North Quarter Corner position being North 89°58'12" West 133.21 feet from the Witness Corner as shown on the Davis County Surveyor's Section Corner Tie Sheet) and South 89°59'08" East 2250.98 feet from the Northwest Corner of said Section 10; thence North 89°59'08" West 12.52 feet along said North Line; thence South 19°30'14" East 614.82 feet, thence 153.28 feet along the arc of a curve to the right with a radius of 22,910.00 feet, through a central angle of 00°23'00" (long chord = South 19°18'44" East 153.28 feet); thence South 19°07'14" East 206.35 feet, thence 153.41 feet along the arc of a curve to the left with a radius of 22,930.00 feet, through a central angle of 00°23'00" (long chord = South 19°18'44" East 153.41 feet), thence South 19°30'14" East 201.27 feet, thence South 19°22'44" East 48.81 feet, thence South 19°47'54" East 103.71 feet, thence South 20°27'11" East 37.65 feet; thence 2899.94 feet along the arc of a curve to the left with a radius of 5740.00 feet, through a central angle of 28°56'48" (long chord = South 34°55'35" East 2869.19 feet) to a point on said Westerly Line; thence Northerly 4411.35 feet along said Westerly Line to the Point of Beginning. Contains 39,729 square feet or 0.9121 acres.

TRACT D19 - Section 3, Township 3 North, Range 1 West, Salt Lake Base and Meridian
Beginning at the point of intersection of said Westerly Line and the South Line of said Section 3, said point being North 89°59'08" West 397.84 feet from the South Quarter Corner of said Section 3 (said South Quarter Corner position being North 89°58'12" West 133.21 feet from the Witness Corner as

shown on the Davis County Surveyor's Section Corner Tie Sheet) and North 89°59'08" East 2250.98 feet from the Southwest Corner of said Section 3; thence Northerly 5704.16 feet along said Westerly Line to a point on the North Line of said Section 3, said point bearing South 89°59'22" West 2274.20 feet from the North Quarter Corner of said Section 3 (said North Quarter Corner position being South 00°21'18" West 63.82 feet from the Witness Corner as shown on the Davis County Surveyor's Section Corner Tie Sheet) and North 89°59'22" East 378.21 feet from the Northwest Corner of said Section 3; thence South 89°59'22" West 13.68 feet along said North Line; thence South 19°30'14" East 5704.54 feet to the South Line of said Section 3; thence South 89°59'08" East 12.52 feet along said South Line to the Point of Beginning. Contains 70,320 square feet or 1.6143 acres

TRACT D20 - Section 34, Township 4 North, Range 1 West, Salt Lake Base and Meridian

Beginning at the point of intersection of said Westerly Line and the South Line of said Section 34, said point being South 89°59'22" West 2274.20 feet from the South Quarter Corner of said Section 34 (said South Quarter Corner position being South 00°21'18" West 63.82 feet from the Witness Corner as shown on the Davis County Surveyor's Section Corner Tie Sheet) and North 89°59'22" East 378.21 feet from the Southwest Corner of said Section 34; thence Northerly 1011.58 feet along said Westerly Line to a point on the West Line of said Section 34, said point bearing South 01°00'03" West 1683.69 feet from the West Quarter Corner of said Section 34 and North 01°00'03" East 944.41 feet from the Southwest Corner of said Section 34; thence South 01°00'03" West 12.47 feet along said West Line; thence South 25°04'08" East 12.37 feet; thence 341.41 feet along the arc of a curve to the right with a radius of 6190.00 feet, through a central angle of 03°09'36" (long chord = South 22°00'32" East 341.36 feet); thence South 20°25'43" East 39.01 feet; thence South 19°47'44" East 107.72 feet; thence South 19°23'33" East 53.10 feet; thence South 19°30'14" East 441.36 feet to the South Line of said Section 34; thence North 89°59'22" East 13.68 feet along said South Line to the Point of Beginning. Contains 11,026 square feet or 0.2531 acres.

TRACT D21 - Section 33, Township 4 North, Range 1 West, Salt Lake Base and Meridian

Beginning at the point of intersection of said Westerly Line and the East Line of said Section 33, said point being South 01°00'03" West 1683.69 feet from the East Quarter Corner of said Section 33 and North 01°00'03" East 944.41 feet from the Southeast Corner of said Section 33; thence Northerly 4804.25 feet along said Westerly Line to a point on the North Line of said Section 33, said point bearing North 89°52'50" West 2053.27 feet from the Northeast Corner of said Section 33 (said Northeast Corner position being North 89°59'48" West 47.62 feet from the Witness Corner as shown on the Davis County Surveyor's Section Corner Tie Sheet) and South 89°52'50" East 593.06 feet from the North Quarter Corner of said Section 33 (said North Quarter Corner position being North 00°26'41" East 812.95 feet from the Witness Corner as shown on the Davis County Surveyor's Section Corner Tie Sheet); thence North 89°52'50" West 2.99 feet along said North Line; thence South 25°12'17" East 4367.35 feet; thence South 24°43'39" East 274.62 feet; thence South 25°04'08" East 174.76 feet to the East Line of said Section 33, thence North 01°00'03" East 12.47 feet along said East Line to the Point of Beginning. Contains 14,159 square feet or 0.3250 acres

TRACT D22 - Section 28, Township 4 North, Range 1 West, Salt Lake Base and Meridian

Beginning at the point of intersection of said Westerly Line and the South Line of said Section 28, said point being North 89°52'50" West 2053.27 feet from the Southeast Corner of said Section 28 (said Southeast Corner position being North 89°59'48" West 47.62 feet from the Witness Corner as shown on the Davis County Surveyor's Section Corner Tie Sheet) and South 89°52'50" East 593.06 feet from the South Quarter Corner of said Section 28 (said South Quarter Corner position being North 00°26'41" East 812.95 feet from the Witness Corner as shown on the Davis County Surveyor's Section Corner Tie Sheet); thence Northerly 3067.64 feet along said Westerly Line; thence South 25°32'50" East 68.84 feet; thence South 25°07'24" East 60.71 feet; thence South 25°12'17" East 2936.78 feet to the South Line of said Section 28, thence South 89°52'50" East 2.99 feet along said South Line to the Point of Beginning. Contains 7934 square feet or 0.1821 acres

Together with,

Beginning at the point of intersection of said Westerly Line and the West Line of said Section 28, said point bearing South 00°11'26" West 249.13 feet from the Northwest Corner of said Section 28 and North 00°11'26" East 2393.83 feet from the West Quarter Corner of said Section 28; thence South 00°11'26" West 18.63 feet along said West Line; thence South 49°29'41" East 132.43 feet, thence South 49°26'56" East 440.64 feet; thence South 49°35'43" East 60.71 feet; thence South 49°10'17" East 97.38 feet; thence South 48°30'23" East 36.73 feet; thence 281.20 feet along the arc of a curve to the right with a radius of 5540.00 feet, through a central angle of 02°54'30" (long chord = South 47°03'09" East 281.17 feet) to a point on said Westerly Line; thence Northerly 1061.70 feet along said Westerly Line to the Point of Beginning. Contains 11,312 square feet or 0.2597 acres.

TRACT D23 - Section 29, Township 4 North, Range 1 West, Salt Lake Base and Meridian

Beginning at the point of intersection of said Westerly Line and the East Line of said Section 29, said point being South 00°11'26" West 249.13 feet from the Northeast Corner of said Section 29 and North 00°11'26" East 2393.83 feet from the East Quarter Corner of said Section 29; thence Northerly 383.14 feet along said Westerly Line to a point on the North Line of said Section 29, said point bearing South 89°58'44" West 292.01 feet from the Northeast Corner of said Section 29 and North 89°58'44" East 2344.03 feet from the North Quarter Corner of said Section 29; thence South 89°58'44" West 22.19 feet along said North Line; thence South 49°30'00" East 44.49 feet, thence South 49°29'41" East 367.57 feet to the East Line of said Section 29, thence North 00°11'26" East 18.63 feet along said East Line to the Point of Beginning. Contains 5690 square feet or 0.1306 acres.

TRACT D24 - Section 20, Township 4 North, Range 1 West, Salt Lake Base and Meridian

Beginning at the point of intersection of the Westerly Line and the South Line of said Section 20, said point being South 89°58'44" West 292.01 feet from the Southeast Corner of said Section 20 and North 89°58'44" East 2344.03 feet from the South Quarter Corner of said Section 20, thence Northerly 6526.82 feet along said Westerly Line to a point on the West Line of said Section 20, said point bearing South 00°17'43" West 1042.36 feet from the Northwest Corner of said Section 20 and North 00°17'43" East 1599.60 feet from the West Quarter Corner of said Section 20, thence South 00°17'43" West 11.40 feet along said West Line; thence South 49°27'44" East 5539.69 feet; thence 251.17 feet along the arc of a curve to the right with a radius of 22,910.00 feet, through a central angle of 00°37'41" (long chord = South 49°08'53" East 251.17 feet); thence South 48°50'02" East 327.57 feet; thence South 49°19'10" East 273.97 feet, thence South 49°30'00" East 110.22 feet to the South Line of said Section 20; thence North 89°58'44" East 22.19 feet along said South Line to the Point of Beginning. Contains 60,460 square feet or 1.3880 acres.

TRACT D25 - Section 19, Township 4 North, Range 1 West, Salt Lake Base and Meridian

Beginning at the point of intersection of said Westerly Line and the East Line of said Section 19, said point being South 00°17'43" West 1042.36 feet from the Northeast Corner of said Section 19 and North 00°17'43" East 1599.60 feet from the East Quarter Corner of said Section 19, thence Northerly 1601.97 feet along said Westerly Line to a point on the North Line of said Section 19, said point bearing South 89°56'41" West 1222.85 feet from the Northeast Corner of said Section 19 and North 89°56'41" East 1417.00 feet from the North Quarter Corner of said Section 19 (said North Quarter Corner position computed from ties as shown on the Davis County Surveyor's Section Corner Tie Sheet dated 6-20-90); thence South 89°56'41" West 13.32 feet along said North Line; thence South 49°27'44" East 1619.45 feet to the East Line of said Section 19; thence North 00°17'43" East 11.40 feet along said East Line to the Point of Beginning. Contains 13,993 square feet or 0.3212 acres.

TRACT D26 - Section 18, Township 4 North, Range 1 West, Salt Lake Base and Meridian

Beginning at the point of intersection of said Westerly Line and the South Line of said Section 18, said point being South 89°56'41" West 1222.85 feet from the Southeast Corner of said Section 18 and North 89°56'41" East 1417.00 feet from the South Quarter Corner of said Section 18 (said South

Quarter Corner position computed from ties as shown on the Davis County Surveyor's Section Corner Tie Sheet dated 6-20-90), thence Northerly 5721.99 feet along said Westerly Line to a point on the West Line of said Section 18, said point bearing South 00°17'48" West 1274.56 feet from the Northwest Corner of said Section 18 and North 00°17'48" East 1368.36 feet from the West Quarter Corner of said Section 18, thence South 00°17'48" West 29.84 feet along said West Line, thence South 29°26'04" East 41.23 feet, thence South 29°28'00" East 83.15 feet; thence South 29°54'01" East 106.99 feet; thence 1872.75 feet along the arc of a curve to the left with a radius of 5725.91 feet, through a central angle of 18°44'22" (long chord = South 39°13'11" East 1864.41 feet), thence South 48°50'07" East 95.09 feet; thence South 49°20'05" East 95.02 feet; thence South 49°26'42" East 62.06 feet; thence South 49°28'16" East 500.00 feet; thence South 49°27'33" East 500.00 feet, thence South 49°28'10" East 500.00 feet; thence South 49°26'56" East 500.00 feet; thence South 49°29'37" East 309.62 feet; thence South 49°28'23" East 95.03 feet; thence South 49°44'10" East 116.10 feet; thence South 49°56'34" East 95.04 feet; thence South 49°57'33" East 121.30 feet; thence South 50°31'02" East 115.80 feet; thence South 50°42'45" East 34.74 feet; thence South 50°16'46" East 60.21 feet; thence 115.88 feet along the arc of a curve to the right with a radius of 11,450.00 feet, through a central angle of 00°34'48" (long chord = South 49°59'23" East 115.88 feet); thence South 49°41'59" East 60.21 feet; thence South 49°16'00" East 34.74 feet; thence South 49°27'44" East 176.48 feet to the South Line of said Section 18; thence North 89°56'41" East 13.32 feet along said South Line to the Point of Beginning. Contains 86,559 square feet or 1.9871 acres.

TRACT D27 - Section 13, Township 4 North, Range 2 West, Salt Lake Base and Meridian
Beginning at the point of intersection of said Westerly Line and the East Line of said Section 13, said point being South 00°17'48" West 1274.56 feet from the Northeast Corner of said Section 13 and North 00°17'48" East 1368.36 feet from the East Quarter Corner of said Section 13; thence Northerly 1016.24 feet along said Westerly Line; thence South 28°59'10" East 894.44 feet; thence South 29°26'04" East 147.71 feet to the East Line of said Section 13; thence North 00°17'48" East 29.84 feet along said East Line to the Point of Beginning. Contains 8138 square feet or 0.1868 acres.

TRACT D28 - Section 12, Township 4 North, Range 2 West, Salt Lake Base and Meridian
Beginning at the point of intersection of said Westerly Line and the North Line of said Section 12, said point bearing North 89°42'37" West 1148.84 feet from the North Quarter Corner of said Section 12 and South 89°42'37" East 1499.50 feet from the Northwest Corner of said Section 12, thence North 89°42'37" West 7.49 feet along said North Line; thence South 29°51'22" East 4969.59 feet; thence 454.42 feet along the arc of a curve to the left with a radius of 22,945.00 feet, through a central angle of 01°08'05" (long chord = South 30°25'24" East 454.41 feet); thence South 30°59'27" East 189.76 feet to a point on said Westerly Line; thence Northerly 5609.95 feet along said Westerly Line to the Point of Beginning. Contains 39,453 square feet or 0.9057 acres.

TRACT D29 - Section 1, Township 4 North, Range 2 West, Salt Lake Base and Meridian
Beginning at the point of intersection of said Westerly Line and the South Line of said Section 1, said point being North 89°42'37" West 1148.84 feet from the South Quarter Corner of said Section 1 and South 89°42'37" East 1499.50 feet from the Southwest Corner of said Section 1; thence Northerly 2982.15 feet along said Westerly Line to a point on the West Line of said Section 1, said point bearing South 00°18'47" West 43.87 feet from the West Quarter Corner of said Section 1 and North 00°18'47" East 2578.35 feet from the Southwest Corner of said Section 1; thence South 00°18'47" West 11.01 feet along said West Line; thence South 29°51'22" East 2968.87 feet to the South Line of said Section 1; thence South 89°42'37" East 7.49 feet along said South Line to the Point of Beginning. Contains 17,869 square feet or 0.4102 acres.

TRACT D30 - Section 2, Township 4 North, Range 2 West, Salt Lake Base and Meridian
Beginning at the point of intersection of said Westerly Line and the East Line of said Section 2, said point bearing South 00°18'47" West 43.87 feet from the East Quarter Corner of said Section 2 and North 00°18'47" East 2578.35 feet from the Southeast Corner of said Section 2, thence Northerly

604.61 feet along said Westerly Line, thence South 28°31'54" East 48.50 feet, thence South 28°22'07" East 40.34 feet, thence South 28°46'54" East 59.71 feet, thence 165.05 feet along the arc of a curve to the left with a radius of 11,470.00 feet, through a central angle of 00°49'28" (long chord = South 29°11'38" East 165.04 feet), thence South 29°36'22" East 59.71 feet, thence South 30°01'09" East 40.34 feet; thence South 29°51'22" East 200.55 feet to a point on the East Line of said Section 2; thence North 00°18'47" East 11.01 feet to the Point of Beginning. Contains 2629 square feet or 0.0604 acres.

TRACT D31 - Section 35, Township 5 North, Range 2 West, Salt Lake Base and Meridian

Beginning at a point on said Westerly Line, said point being North 89°49'35" West 1741.31 feet along the Section Line and North 00°00'00" West 324.88 feet from the Southeast Corner of said Section 35; thence Northerly 1008.68 feet along said Westerly Line; thence 346.20 feet along the arc of a curve to the left with a radius of 3792.56 feet, through a central angle of 05°13'49" (long chord = South 25°21'21" East 346.08 feet); thence 367.73 feet along the arc of a curve to the left with a radius of 8370.71 feet, through a central angle of 02°31'01" (long chord = South 29°38'48" East 367.70 feet); thence South 30°54'18" East 21.76 feet; thence South 31°25'29" East 51.28 feet; thence South 31°18'01" East 222.26 feet to the Point of Beginning. Contains 5098 square feet or 0.1170 acres.

Together with:

Beginning at the point of intersection of said Westerly Line and the North Line of said Section 35, said point bearing North 89°49'53" West 2574.64 feet from the Northeast Corner of said Section 35 and South 89°49'53" East 81.43 feet from the North Quarter Corner of said Section 35; thence North 89°49'53" West 0.63 feet along said North Line, thence South 01°09'58" East 739.97 feet; thence South 01°28'07" East 232.94 feet; thence 68.27 feet along the arc of a curve to the right with a radius of 22,910.00 feet, through a central angle of 00°10'15" (long chord = South 00°23'08" East 68.27 feet); thence South 00°18'00" East 378.24 feet to a point on said Westerly Line; thence Northerly 1419.47 feet along said Westerly Line to the Point of Beginning. Contains 2444 square feet or 0.0561 acres.

TRACT D32 - Section 26, Township 5 North, Range 2 West, Salt Lake Base and Meridian

Beginning at the point of intersection of said Westerly Line and the South Line of said Section 26, said point being North 89°49'53" West 2574.64 feet from the Southeast Corner of said Section 26 and South 89°49'53" East 81.43 feet from the South Quarter Corner of said Section 26, thence Northerly 316.76 feet along said Westerly Line; thence South 01°09'58" East 316.75 feet to the South Line of said Section 26; thence South 89°49'53" East 0.63 feet along said South Line to the Point of Beginning. Contains 99 square feet or 0.0023 acres.

Together with:

Beginning at the point of intersection of said Westerly Line and the North Line of said Section 26, said point bearing North 89°54'54" West 56.30 feet from the North Quarter Corner of said Section 26 and South 89°54'54" East 2581.40 feet from the Northwest Corner of said Section 26; thence North 89°54'54" West 4.54 feet along said North Line, thence South 01°56'21" East 1121.57 feet to a point on said Westerly Line; thence Northerly 1121.47 feet along said Westerly Line to the Point of Beginning. Contains 5486 square feet or 0.1259 acres.

TRACT D33 - Section 23, Township 5 North, Range 2 West, Salt Lake Base and Meridian

Beginning at the point of intersection of said Westerly Line and the South Line of said Section 23, said point being North 89°54'54" West 56.30 feet from the South Quarter Corner of said Section 23 and South 89°54'54" East 2581.40 feet from the Southwest Corner of said Section 23, thence Northerly 2065.52 feet along said Westerly Line to a point on the North Line of Davis County, said North Line as defined in that certain "Declaration of County Line Common to Weber and Davis

County, Utah", Davis County Recorder Entry 1801572, Book 3161, Page 466, and Weber County Recorder Entry 1885948, Book 56, Page 88-92, thence North 89°49'48" West 1.52 feet along said North County Line, thence South 16°16'13" East 483.88 feet, thence South 16°18'36" East 78.05 feet, thence South 15°48'39" East 111.22 feet; thence South 15°03'07" East 35.52 feet, thence 80.65 feet along the arc of a curve to the right with a radius of 5285.00 feet, through a central angle of 00°52'28" (long chord = South 14°36'53" East 80.65 feet); thence South 14°10'39" East 6.62 feet; thence South 13°02'42" East 142.37 feet; thence South 13°45'20" East 30.27 feet; thence South 12°10'12" East 5.92 feet; thence 831.30 feet along the arc of a curve to the right with a radius of 5285.00 feet, through a central angle of 09°00'44" (long chord = South 07°39'50" East 830.45 feet); thence South 03°09'27" East 35.52 feet; thence South 02°28'00" East 87.86 feet; thence South 01°57'20" East 101.41 feet; thence South 01°56'21" East 34.48 feet to the South Line of said Section 23; thence South 89°54'54" East 4.54 feet along said South Line to the Point of Beginning. Contains 5387 square feet or 0.1237 acres.

Union Pacific Railroad Company

Weber County, Utah

Exhibit "B"

A parcel of land situate in the Southeast Quarter of Section 31 and the West Half of Section 32, Township 6 North, Range 1 West, Salt Lake Base and Meridian, and described as follows:

Beginning at a point South 78°54'03" East 2396.95 feet from the Center Quarter Corner of said Section 31; thence 57.08 feet along the arc of a curve to the right with a radius of 45.00 feet, through a central angle of 72°40'40" (long chord = North 27°54'19" East 53.33 feet); thence North 64°14'39" East 108.62 feet; thence 400.01 feet along the arc of a curve to the left with a radius of 2458.49 feet, through a central angle of 09°19'21" (long chord = North 59°34'58" East 399.57 feet); thence 1089.07 feet along the arc of a curve to the left with a radius of 2481.40 feet, through a central angle of 25°08'49" (long chord = North 41°40'13" East 1080.35 feet); thence North 34°08'43" East 70.52 feet; thence South 58°53'40" East 69.27 feet; thence 55.59 feet along the arc of a curve to the right with a radius of 1299.38 feet, through a central angle of 02°27'04" (long chord = South 09°16'33" East 55.58 feet); thence 96.63 feet along the arc of a curve to the right with a radius of 593.30 feet, through a central angle of 09°19'53" (long chord = South 03°21'30" East 96.52 feet); thence South 31°40'12" West 88.40 feet; thence South 58°06'38" East 36.26 feet; thence 416.19 feet along the arc of a curve to the right with a radius of 2583.20 feet, through a central angle of 09°13'53" (long chord = South 35°11'37" West 415.74 feet); thence 349.84 feet along the arc of a curve to the right with a radius of 2005.00 feet, through a central angle of 09°59'50" (long chord = South 44°48'29" West 349.40 feet); thence South 49°48'24" West 186.58 feet; thence 437.55 feet along the arc of a curve to the right with a radius of 2155.57 feet, through a central angle of 11°37'48" (long chord = South 55°37'18" West 436.80 feet); thence 176.40 feet along the arc of a curve to the right with a radius of 2583.20 feet, through a central angle of 03°54'45" (long chord = South 63°23'35" West 176.37 feet); thence 101.52 feet along the arc of a curve to the right with a radius of 80.01 feet, through a central angle of 72°41'59" (long chord = North 78°17'56" West 94.85 feet); thence 83.16 feet along the arc of a curve to the right with a radius of 140.00 feet, through a central angle of 34°02'07" (long chord = North 25°27'05" West 81.95 feet); thence North 08°26'02" West 60.49 feet to the point of beginning. Contains 365,172 square feet or 8.3832 acres.

Together with a parcel of land situate in the Northwest Quarter of Section 32 and the West Half of Section 29, Township 6 North, Range 1 West, Salt Lake Base and Meridian, and described as follows:

Beginning at a point North 74°05'15" East 4102.37 feet from the Center Quarter Corner of Section 31, Township 6 North, Range 1 West, Salt Lake Base and Meridian; thence North 07°09'56" East 82.02 feet; thence North 31°06'21" East 24.27 feet; thence North 32°13'54" East 398.71 feet; thence 105.19 feet along the arc of a curve to the left with a radius of 5169.74 feet, through a central angle of 01°09'57" (long chord = North 30°44'32" East 105.19 feet); thence North 35°01'18" East 125.52 feet; thence 1025.51 feet along the arc of a curve to the left with a radius of 2327.16 feet, through a central angle of 25°14'55" (long chord = North 14°05'09" East 1017.23 feet); thence North 00°56'52" East 247.54 feet; thence North 08°01'16" West 283.64 feet; thence 216.54 feet along the arc of a curve to the right with a radius of 1374.98 feet, through a central angle of 09°01'24" (long chord = North 03°30'34" West 216.32 feet); thence North 01°00'08" East 377.94 feet; thence 264.37 feet along the arc of a curve to the left with a radius of 670.00 feet, through a central angle of 22°36'29" (long chord = North 10°18'07" West 262.66 feet); thence North 21°36'22" West 892.63 feet; thence 262.10 feet along the arc of a curve to the left with a radius of 670.00 feet, through a central angle of 22°24'48" (long chord = North 32°48'47" West 260.43 feet); thence North 44°01'11" West 239.44 feet; thence 203.33 feet along the arc of a curve to the right with a radius of 980.01 feet, through a central angle of 11°53'15" (long chord = North 38°04'33" West 202.96 feet); thence North 32°07'56" West 175.93 feet; thence North 37°20'14" West 169.97 feet; thence

North 41°09'20" West 414.49 feet; thence North 44°01'11" West 97.77 feet; thence 205.71 feet along the arc of a curve to the right with a radius of 1115.00 feet, through a central angle of 10°34'15" (long chord = North 38°44'03" West 205.42 feet); thence North 33°26'56" West 60.53 feet, thence 124.98 feet along the arc of a curve to the left with a radius of 730.00 feet, through a central angle of 09°48'33" (long chord = South 39°06'56" East 124.83 feet); thence South 44°01'12" East 1788.30 feet; thence 539.76 feet along the arc of a curve to the right with a radius of 794.00 feet, through a central angle of 38°56'59" (long chord = South 24°32'43" East 529.43 feet); thence South 05°04'14" East 55.34 feet; thence South 06°20'31" East 287.94 feet; thence South 03°25'16" East 23.07 feet; thence South 01°03'52" East 54.61 feet, thence South 01°11'23" West 1655.01 feet, thence South 89°52'48" East 25.58 feet; thence 855.08 feet along the arc of a curve to the right with a radius of 2392.92 feet, through a central angle of 20°28'26" (long chord = South 19°21'54" West 850.54 feet); thence 125.30 feet along the arc of a curve to the left with a radius of 3828.95 feet, through a central angle of 01°52'30" (long chord = South 30°36'13" West 125.29 feet); thence South 29°35'25" West 460.13 feet; thence South 31°06'20" West 37.92 feet; thence North 58°53'40" West 44.55 feet to the point of beginning. Contains 471,709 square feet or 10.8289 acres.

Together with a parcel of land situate in the Northwest Quarter of Section 29, Township 6 North, Range 1 West, Salt Lake Base and Meridian, and described as follows:

Beginning at a point North 04°24'12" East 1401.66 feet from the West Quarter Corner of said Section 29; thence 107.66 feet along the arc of a curve to the left with a radius of 49,868.16 feet, through a central angle of 00°07'25" (long chord = South 18°59'20" East 107.66 feet); thence 134.09 feet along the arc of a curve to the left with a radius of 2036.78 feet, through a central angle of 03°46'19" (long chord = South 21°08'10" East 134.06 feet); thence 237.17 feet along the arc of a curve to the left with a radius of 1129.89 feet, through a central angle of 12°01'36" (long chord = South 29°15'13" East 236.74 feet); thence 272.02 feet along the arc of a curve to the right with a radius of 710.00 feet, through a central angle of 21°57'05" (long chord = North 29°26'58" West 270.36 feet); thence North 18°28'25" West 208.72 feet to the point of beginning. Contains 1852 square feet or 0.0425 acres

Basis of Bearing. North 27°12'52" East 6036.78 feet from the Center Quarter Corner of Section 31 to the East Quarter Corner of Section 30, Township 6 North, Range 1 West, Salt Lake Base and Meridian

All bearings and distances contained herein, are expressed as grid bearings and ground distances based on the following defined coordinate projection:

System Projection	Transverse Mercator
System Datum	NAD – 1983/1994 (Federal Base Network – 2000 Adjustment)
System Elevation	4400 Feet Above Mean Sea Level (NAVD 88)
Origin Latitude	39°45'00.00" North
Origin Longitude	111°52'30.00" West
Scale Factor	1.000205271907
False Northing	75,000.00
False Easting	75,000.00

Union Pacific Railroad Company

Weber County, Utah

Exhibit 1

Portions of the Salt Lake Subdivision of the Union Pacific Railroad Company (formerly the Oregon Short Line Railroad Company and, originally, the Utah Central Railroad Company) Right of Way, said portions being non-continuous strips of land adjoining the Westerly Line of that portion of said Right of Way conveyed to Utah Transit Authority in that certain Quitclaim Deed recorded September 20, 2002, as Entry 1876044, Book 2265, beginning at Page 470, said strips extending Northerly from the South Line of Weber County, said South Line crosses the centerline of the main line track of said Salt Lake Subdivision at mile post 812.20, to mile post 818.05 of said Salt Lake Subdivision, being situate in the following 7 Sections and described as follows:

Basis of Bearing:

All bearings and distances contained herein, are expressed as grid bearings and ground distances based on the following defined coordinate projection

System Projection	Transverse Mercator
System Datum	NAD – 1983/1994 (Federal Base Network – 2000 Adjustment)
System Elevation	4400 Feet Above Mean Sea Level (NAVD 88)
Origin Latitude	39°45'00.00" North
Origin Longitude	111°52'30 00" West
Scale Factor	1.000205271907
False Northing	75,000 00
False Easting	75,000 00

Expressly excepting and excluding from the following described Tracts, those lands within public streets and roads that were not conveyed to, or vacated unto, said Utah Central Railroad Company, and/or successor companies.

TRACT W1 - Section 23, Township 5 North, Range 2 West, Salt Lake Base and Meridian

Beginning at the point of intersection of said Westerly Line and the North Line of said Section 23, said point being North 89°59'25" West 1411.85 feet from the North Quarter Corner of said Section 23 and South 89°59'25" East 1228.71 feet from the Northwest Corner of said Section 23, thence North 89°59'25" West 1.47 feet along said North Line; thence South 16°16'13" East 3407.00 feet to a point on the South Line of Weber County, said South Line as defined in that certain "Declaration of County Line Common to Weber and Davis County, Utah", Weber County Recorder Entry 1885948, Book 56, Page 88-92, and Davis County Recorder Entry 1801572, Book 3161, Page 466; thence South 89°49'48" East 1.52 feet along said South County Line to a point on said Westerly Line, thence Northerly 3407 02 feet along said Westerly Line to the Point of Beginning Contains 4882 square feet or 0 1121 acres

TRACT W2 - Section 14, Township 5 North, Range 2 West, Salt Lake Base and Meridian

Beginning at the point of intersection of said Westerly Line and the South Line of said Section 14, said point being North 89°59'25" West 1411 85 feet from the South Quarter Corner of said Section 14 and South 89°59'25" East 1228 71 feet from the Southwest Corner of said Section 14, thence Northerly 5430 31 feet along said Westerly Line to a point on the North Line of said Section 14, said point bearing North 89°56'04" West 2537.03 feet from the North Quarter Corner of said Section 14

and South 89°56'04" East 110.51 feet from the Northwest Corner of said Section 14, thence North 89°56'04" West 13.10 feet along said North Line; thence 2753.55 feet along the arc of a curve to the left with a radius of 8571.16 feet, through a central angle of 18°24'24" (long chord = South 07°39'11" East 2741.73 feet); thence South 16°31'57" East 125.05 feet, thence South 16°47'24" East 96.12 feet; thence South 17°16'27" East 132.31 feet, thence South 17°28'10" East 34.75 feet, thence South 17°02'11" East 60.21 feet; thence 105.63 feet along the arc of a curve to the right with a radius of 11,450.00 feet, through a central angle of 00°31'43" (long chord = South 16°46'20" East 105.62 feet), thence South 16°30'29" East 60.21 feet; thence South 16°04'30" East 34.75 feet; thence South 16°16'13" East 64.62 feet; thence South 16°05'08" East 108.31 feet, thence South 16°21'16" East 237.65 feet; thence South 16°16'13" East 1619.76 feet to the South Line of said Section 14; thence South 89°59'25" East 1.47 feet along said South Line to the Point of Beginning. Contains 34,907 square feet or 0.8014 acres.

TRACT W3 - Section 11, Township 5 North, Range 2 West, Salt Lake Base and Meridian

Beginning at the point of intersection of said Westerly Line and the South Line of said Section 11, said point being North 89°56'04" West 2537.03 feet from the South Quarter Corner of said Section 11 and South 89°56'04" East 110.51 feet from the Southwest Corner of said Section 11; thence Northerly 3607.85 feet along said Westerly Line; thence South 26°50'24" West 92.72 feet; thence South 26°58'28" West 46.47 feet; thence South 26°33'02" West 106.05 feet; thence South 25°53'27" West 37.65 feet; thence 274.53 feet along the arc of a curve to the left with a radius of 5740.00 feet, through a central angle of 02°44'25" (long chord = South 24°31'14" West 274.50 feet); thence 301.12 feet along the arc of a curve to the left with a radius of 6585.54 feet, through a central angle of 02°37'11" (long chord = South 21°17'43" West 301.09 feet); thence 100.12 feet along the arc of a curve to the left with a radius of 7525.11 feet, through a central angle of 00°45'44" (long chord = South 19°42'26" West 100.12 feet); thence 2655.90 feet along the arc of a curve to the left with a radius of 8571.16 feet, through a central angle of 17°45'14" (long chord = South 10°25'38" West 2645.28 feet) to the South Line of said Section 11; thence South 89°56'04" East 13.10 feet along said South Line to the Point of Beginning. Contains 52,131 square feet or 1.1968 acres

Together with:

Beginning at the point of intersection of said Westerly Line and the North Line of said Section 11, said point bearing South 89°51'48" West 565.83 feet from the North Quarter Corner of said Section 11 and North 89°51'48" East 2113.14 feet from the Northwest Corner of said Section 11; thence South 89°51'48" West 17.67 feet along said North Line; thence 1098.58 feet along the arc of a curve to the left with a radius of 8563.00 feet, through a central angle of 07°21'03" (long chord = South 36°21'32" West 1097.83 feet); thence South 32°41'00" West 26.86 feet; thence South 32°17'22" West 50.19 feet; thence South 31°50'55" West 23.10 feet; thence 406.69 feet along the arc of a curve to the left with a radius of 5740.00 feet, through a central angle of 04°03'34" (long chord = South 29°49'08" West 406.61 feet); thence South 27°47'20" West 37.65 feet; thence South 27°08'03" West 103.71 feet, thence South 26°42'53" West 48.81 feet, thence South 26°50'24" West 29.73 feet to a point on said Westerly Line; thence Northerly 1834.26 feet along said Westerly Line to the Point of Beginning. Contains 20,124 square feet or 0.4620 acres

TRACT W4 - Section 2, Township 5 North, Range 2 West, Salt Lake Base and Meridian

Beginning at the point of intersection of said Westerly Line and the South Line of said Section 2, said point being South 89°51'48" West 563.83 feet from the South Quarter Corner of said Section 2 and North 89°51'48" East 2113.14 feet from the Southwest Corner of said Section 2; thence Northeasterly 4758.32 feet along said Westerly Line to a point on the East Line of said Section 2, said point bearing North 00°03'45" East 3472.46 feet from the Southeast Corner of said Section 2 and South 00°03'45" West 1731.35 feet from the Northeast Corner of said Section 2 (the East Quarter Corner of said Section 2 does not exist and a single bearing is shown from said Southeast Corner to said Northeast Corner on the Weber County Surveyor's Monument Position Sheets, as has been typically used on

filed record of surveys); thence North 00°03'45" East 31.72 feet along said East Line; thence South 42°45'32" West 284.96 feet, thence South 42°42'18" West 500.00 feet, thence South 42°41'01" West 500.00 feet, thence South 42°40'34" West 500.00 feet; thence South 42°41'41" West 396.72 feet, thence South 42°37'15" West 2162.89 feet, thence South 42°39'49" West 75.64 feet; thence South 42°12'08" West 49.43 feet; thence 324.04 feet along the arc of a curve to the left with a radius of 8563.00 feet, through a central angle of 02°10'05" (long chord = South 41°07'06" West 324.02 feet) to the South Line of said Section 2; thence North 89°51'48" East 17.67 feet along said South Line to the Point of Beginning. Contains 86,643 square feet or 1.9890 acres

TRACT W5 - Section 1, Township 5 North, Range 2 West, Salt Lake Base and Meridian

Beginning at the point of intersection of said Westerly Line and the West Line of said Section 1, said point being North 00°03'45" East 3472.46 feet from the Southwest Corner of said Section 1 and South 00°03'45" West 1731.35 feet from the Northwest Corner of said Section 1; thence Northeasterly 2395.27 feet along said Westerly Line to a point on the North Line of said Section 1, said point bearing South 89°02'11" West 1068.49 feet from the North Quarter Corner of said Section 1 and North 89°02'11" East 1624.51 feet from the Northwest Corner of said Section 1; thence South 89°02'11" West 23.58 feet along said North Line; thence South 42°56'26" West 713.41 feet; thence South 42°50'09" West 427.18 feet; thence South 42°51'08" West 500.00 feet, thence South 42°51'01" West 500.00 feet; thence South 42°45'32" West 215.08 feet to the West Line of said Section 1; thence South 00°03'45" West 31.72 feet along said West Line to the Point of Beginning. Contains 47,051 square feet or 1.0801 acres.

TRACT W6 - Section 36, Township 6 North, Range 2 West, Salt Lake Base and Meridian

Beginning at the point of intersection of said Westerly Line and the South Line of said Section 36, said point being South 89°02'11" West 1068.49 feet from the South Quarter Corner of said Section 36 and North 89°02'11" East 1624.51 feet from the Southwest Corner of said Section 36; thence Northeasterly 3024.57 feet along said Westerly Line; thence 230.96 feet along the arc of a curve to the left with a radius of 3300.00 feet, through a central angle of 04°00'36" (long chord = South 71°09'55" West 230.92 feet); thence South 69°09'37" West 23.71 feet, thence South 68°22'36" West 49.78 feet, thence South 67°40'03" West 26.77 feet; thence 1866.54 feet along the arc of a curve to the left with a radius of 4615.00 feet, through a central angle of 23°10'24" (long chord = South 56°04'51" West 1853.84 feet); thence South 44°29'39" West 33.18 feet, thence South 43°42'07" West 87.69 feet, thence South 43°01'41" West 129.41 feet, thence South 42°56'26" West 596.69 feet to the South Line of said Section 36; thence North 89°02'11" East 23.58 feet along said South Line to the Point of Beginning. Contains 28,840 square feet or 0.6621 acres.

Together with:

Beginning at the point of intersection of said Westerly Line and the East Line of said Section 36, said point bearing North 00°07'22" East 1986.15 feet from the Southeast Corner of said Section 36 and South 00°07'22" West 3251.50 feet from the Northeast Corner of said Section 36 (the East Quarter Corner of said Section 36 does not exist and a single bearing is shown from said Southeast Corner to said Northeast Corner on the Weber County Surveyor's Monument Position Sheets, as has been typically used on filed record of surveys); thence North 00°07'22" East 11.15 feet along said East Line; thence 231.98 feet along the arc of a curve to the left with a radius of 3764.51 feet, through a central angle of 03°31'51" (long chord = South 86°47'44" West 231.94 feet); thence 242.42 feet along the arc of a curve to the left with a radius of 3285.00 feet, through a central angle of 04°13'42" (long chord = South 82°16'53" West 242.37 feet); thence South 80°10'02" West 27.65 feet, thence South 79°12'25" West 34.52 feet to a point on said Westerly Line, thence Northeasterly 535.13 feet along said Westerly Line to the Point of Beginning. Contains 4271 square feet or 0.0980 acres

TRACT W7 - Section 31, Township 6 North, Range 1 West, Salt Lake Base and Meridian

Beginning at the point of intersection of said Westerly Line and the West Line of said Section 31, said point being North 00°07'22" East 1986.15 feet from the Southwest Corner of said Section 31 and South 00°07'22" West 3251.50 feet from the Northwest Corner of said Section 31 (the West Quarter Corner of said Section 31 does not exist and a single bearing is shown from said Southwest Corner to said Northwest Corner on the Weber County Surveyor's Monument Position Sheets, as has been typically used on filed record of surveys); thence Southeasterly 2927.55 feet along said Westerly Line; thence 165.76 feet along the arc of a curve to the left with a radius of 5755.00 feet, through a central angle of 01°39'01" (long chord = North 87°13'23" West 165.75 feet); thence 190.17 feet along the arc of a curve to the left with a radius of 11,509.99 feet, through a central angle of 00°56'48" (long chord = North 88°40'45" West 190.16 feet); thence North 88°59'41" West 1309.94 feet; thence 400.91 feet along the arc of a curve to the right with a radius of 22,910.00 feet, through a central angle of 01°00'10" (long chord = North 88°29'36" West 400.91 feet); thence North 87°59'31" West 484.27 feet; thence 345.47 feet along the arc of a curve to the left with a radius of 8321.61 feet, through a central angle of 02°22'43" (long chord = North 89°15'33" West 345.44 feet); thence 31.37 feet along the arc of a curve to the left with a radius of 3764.51 feet, through a central angle of 00°28'39" (long chord = South 88°47'59" West 31.37 feet) to the West Line of said Section 31; thence South 00°07'22" West 11.15 feet along said West Line to the Point of Beginning. Contains 15,231 square feet or 0.3497 acres.

Union Pacific Railroad Company

Salt Lake County, Utah

Exhibit "B"

Portions of the Salt Lake Subdivision of the Union Pacific Railroad Company (formerly the Oregon Short Line Railroad Company and, originally, the Utah Central Railroad Company) Right of Way, being strips of land adjoining the Westerly Line of that portion of said Right of Way conveyed to Utah Transit Authority in that certain Quitclaim Deed recorded September 20, 2002, as Entry 8360002, Book 8651, beginning at Page 3988, and extending from the North Line of Salt Lake County, said North Line crosses the centerline of the main line track of said Salt Lake Subdivision at mile post 786.50, to the North Line of 1800 North Street, being situate in the Northeast Quarter of Section 14, the Southeast Quarter of Section 14 and the Northeast Quarter of Section 23, Township 1 North, Range 1 West, Salt Lake Base and Meridian, and described as follows:

Basis of Bearing:

All bearings and distances contained herein, are expressed as grid bearings and ground distances based on the following defined coordinate projection

System Projection	Transverse Mercator
System Datum	NAD – 1983/1994 (Federal Base Network – 2000 Adjustment)
System Elevation	4400 Feet Above Mean Sea Level (NAVD 88)
Origin Latitude	39°45'00.00" North
Origin Longitude	111°52'30.00" West
Scale Factor	1 000205271907
False Northing	75,000.00
False Easting	75,000 00

TRACT S1 - Section 23, Township 1 North, Range 1 West, Salt Lake Base and Meridian

Beginning at the point of intersection of said Westerly Line and the North Line of said Section 23, said point being North 89°52'31" West 2527.45 feet from the Northeast Corner of said Section 23 (said Northeast Corner position computed from field surveyed positions of the South Quarter Corner and the North Quarter Corner of said Section 14, and data shown on the Salt Lake County Surveyor's Section Corner Tie Sheet for said Section 14, dated April 1, 1999) and South 89°52'31" East 147.97 feet from the North Quarter Corner of said Section 23; thence Southerly 2599.55 feet along said Westerly Line to the North Line of 1800 North Street, thence North 89°50'50" West 14.68 feet along said North Line; thence North 01°39'27" East 2599 58 feet to the North Line of said Section 23, thence South 89°52'31" East 13 17 feet along said North Line to the Point of Beginning. Contains 36,179 square feet or 0 8306 acres.

TRACT S2 - Section 14, Township 1 North, Range 1 West, Salt Lake Base and Meridian

Beginning at the point of intersection of said Westerly Line and the South Line of said Section 14, said point being North 89°52'31" West 2527.45 feet from the Southeast Corner of said Section 14 (said Southeast Corner position computed from field surveyed positions of the South Quarter Corner and the North Quarter Corner of said Section 14, and data shown on the Salt Lake County Surveyor's Section Corner Tie Sheet for said Section 14, dated April 1, 1999) and South 89°52'31" East 147 97 feet from the South Quarter Corner of said Section 14, thence Northerly 939.27 feet along said Westerly Line, thence South 04°25'32" West 27 61 feet, thence South 04°26'43" West 295 07 feet, thence South 04°23'37" West 82 55 feet, thence South 04°05'05" West 82 55 feet, thence 207 10 feet

along the arc of a curve to the left with a radius of 7650.00 feet, through a central angle of 01°33'04" (long chord = South 03°03'05" West 207.10 feet); thence South 02°01'06" West 82.55 feet; thence South 01°42'33" West 82.55 feet, thence South 01°39'27" West 80.06 feet to the South Line of said Section 14; thence South 89°52'31" East 13.17 feet along said South Line to the Point of Beginning. Contains 7989 square feet or 0.1834 acres.

Together with:

Beginning at a point on said Westerly Line, said point being North 89°52'31" West 2431.43 feet along the Section Line and North 00°00'00" East 1870.23 feet from the Southeast Corner of said Section 14 (said Southeast Corner position computed from field surveyed positions of the South Quarter Corner and the North Quarter Corner of said Section 14, and data shown on the Salt Lake County Surveyor's Section Corner Tie Sheet for said Section 14, dated April 1, 1999); thence Northerly 1411.48 feet along said Westerly Line to a point on the North Line of Salt Lake County, said North Line determined from that certain Township Reference Plat recorded November 17, 1972, Davis County Recorder Entry No. 372978; thence South 89°58'22" West 14.96 feet along said North Line; thence South 03°16'01" West 641.94 feet, thence South 03°11'17" West 95.04 feet; thence 203.08 feet along the arc of a curve to the left with a radius of 11,470 feet, through a central angle of 01°00'52" (long chord = South 02°31'21" West 203.08 feet), thence South 01°54'59" West 47.52 feet; thence South 01°47'52" West 47.52 feet; thence South 01°46'40" West 307.13 feet, thence South 01°47'52" West 47.48 feet; thence South 01°54'59" West 21.09 feet to the Point of Beginning. Contains 16,618 square feet or 0.3815 acres.

Union Pacific Railroad Company

Salt Lake County, Utah

Exhibit "B"

Portions of the Salt Lake Subdivision of the Union Pacific Railroad Company (formerly the Oregon Short Line Railroad Company and, originally, the Utah Central Railroad Company) Right of Way, being two strips of land adjoining the Westerly Line of that portion of said Right of Way conveyed to Utah Transit Authority in that certain Quitclaim Deed recorded September 20, 2002, as Entry 8360002, Book 8651, beginning at Page 3988, being situate in the Southeast Quarter of Section 23, the Northeast Quarter of Section 26 and the West Half of Section 25, Township 1 North, Range 1 West, Salt Lake Base and Meridian, and described as follows:

Southeast Quarter of Section 23 and the Northeast Quarter of Section 26, Township 1 North, Range 1 West, Salt Lake Base and Meridian

Beginning at the point of intersection of said Westerly Line and the North Line of said Section 26, said point being North 89°46'13" West 1679.96 feet from the Northeast Corner of said Section 26 and South 89°46'13" East 978.61 feet from the North Quarter Corner of said Section 26; thence Southeasterly 1365.33 feet along said Westerly Line; thence 33.25 feet along the arc of a curve to the left with a radius of 2321.50 feet, through a central angle of 0°49'14" (long chord = North 35°20'16" West 33.25 feet); thence North 34°13'34" West 69.62 feet, thence North 34°17'43" West 319.17 feet, thence North 34°30'13" West 124.91 feet, thence 175.16 feet along the arc of a curve to the left with a radius of 5720.77 feet, through a central angle of 01°45'15" (long chord = North 35°47'52" West 175.15 feet); thence North 37°05'31" West 124.91 feet; thence North 37°18'02" West 520.77 feet to a point on the North Line of said Section 26, said point being South 89°46'13" East 974.33 feet from the North Quarter Corner of said Section 26; thence North 37°18'02" West 353.33 feet, thence North 37°09'40" West 95.16 feet; thence North 36°19'30" West 95.16 feet, thence 45.71 feet along the arc of a curve to the right with a radius of 3260.44 feet, through a central angle of 00°48'12" (long chord = North 35°31'36" West 45.71 feet); thence 342.60 feet along the arc of a curve to the right with a radius of 6511.35 feet, through a central angle of 03°00'53" (long chord = North 31°48'49" West 342.56 feet); thence 211.92 feet along the arc of a curve to the right with a radius of 3260.44 feet, through a central angle of 03°43'26" (long chord = North 26°56'25" West 211.88 feet) to a point on said Westerly Line; thence Southerly 1146.08 feet along said Westerly Line to the Point of Beginning

Contains 6777 square feet or 0.1556 acres.

Northeast Quarter of Section 26 and the West Half of Section 25, Township 1 North, Range 1 West, Salt Lake Base and Meridian

Beginning at a point on said Westerly Line, said point being North 89°46'13" West 751.65 feet along the Section Line and South 00°00'00" East 1309.95 feet from the Northeast Corner of said Section 26; thence Southeasterly 1602.52 feet along said Westerly Line; thence South 31°41'15" East 57.08 feet; thence 15.14 feet along the arc of a curve to the right with a radius of 11,768.98 feet, through a central angle of 00°04'25" (long chord = North 51°13'54" West 15.14 feet); thence 183.57 feet along the arc of a curve to the right with a radius of 3972.48 feet, through a central angle of 02°38'51" (long chord = North 48°55'58" West 183.55 feet); thence 227.47 feet along the arc of a curve to the right with a radius of 2169.55 feet, through a central angle of 06°00'26" (long chord = North 45°17'06" West 227.37 feet); thence 196.04 feet along the arc of a curve to the right with a radius of 2729.27 feet, through a central angle of 04°06'56" (long chord = North 40°18'20" West 196.00 feet); thence

248.93 feet along the arc of a curve to the right with a radius of 17,148.91 feet, through a central angle of 00°49'54" (long chord = North 38°22'49" West 248.93 feet); thence 139.94 feet along the arc of a curve to the right with a radius of 839.76 feet, through a central angle of 09°32'53" (long chord = North 34°28'28" West 139.78 feet); thence 113.15 feet along the arc of a curve to the right with a radius of 17,044.06 feet, through a central angle of 00°22'49" (long chord = North 30°35'07" West 113.15 feet); thence 84.70 feet along the arc of a curve to the right with a radius of 2363.87 feet, through a central angle of 02°03'11" (long chord = North 29°41'52" West 84.69 feet); thence North 28°39'20" West 34.88 feet; thence 165.27 feet along the arc of a curve to the right with a radius of 5325.87 feet, through a central angle of 01°46'41" (long chord = North 25°58'50" West 165.26 feet); thence 144.31 feet along the arc of a curve to the left with a radius of 2049.64 feet, through a central angle of 04°02'02" (long chord = North 29°36'10" West 144.28 feet); thence 111.43 feet along the arc of a curve to the left with a radius of 16,076.89 feet, through a central angle of 00°23'50" (long chord = North 30°37'23" West 111.43 feet) to the Point of Beginning.

Contains 27,981 square feet or 0.6424 acres.

Utah Transit Authority Right of Way

Salt Lake County, Utah

Exhibit "B"

A portion of the Provo Subdivision of the Union Pacific Railroad Company (formerly the Denver and Rio Grand Railroad Company) Right of Way, being strips of land from mile post 745.21 to 745.50, and together with a portion of the Salt Lake Subdivision of the Union Pacific Railroad Company (formerly the Oregon Short Line Railroad Company and, originally, the Utah Central Railroad Company) Right of Way, being strips of land from mile post 782.48 to 782.74, and more specifically described as follows:

Basis of Bearing.

All bearings and distances contained herein, are expressed as grid bearings and ground distances based on the following defined coordinate projection:

System Projection	Transverse Mercator
System Datum	NAD – 1983/1994 (Federal Base Network – 2000 Adjustment)
System Elevation	4400 Feet Above Mean Sea Level (NAVD 88)
Origin Latitude	39°45'00.00" North
Origin Longitude	111°52'30.00" West
Scale Factor	1.000205271907
False Northing	75,000.00
False Easting	75,000.00

Block 48 Parcel – 200 South Street to 700 West Street (said Provo Subdivision MP 745.21 to 745.28)

Beginning at a point on the South Line of Block 48, Official Survey of Plat "C", Salt Lake City Survey, said point being North 89°59'11" East 68.00 feet along the 200 South Street Monument Line and North 00°00'04" East 63.97 feet to the Southwest Corner of said Block 48 and North 89°59'11" East 116.50 feet along said South Line from the Salt Lake City Monument in the intersection of 200 South and 700 West Streets; thence North 89°59'11" East 5.10 feet along said South Line; thence along the Grantor's Easterly Property Line the following four (4) courses: 1) North 15°50'49" West 147.28 feet; 2) North 20°38'49" West 112.80 feet; 3) North 71°39'11" East 10.35 feet; 4) North 43°25'49" West 24.35 feet to a point on the Easterly Line of that portion of said Right of Way conveyed to Utah Transit Authority in that certain Quitclaim Deed recorded September 20, 2002, as Entry 8360002, Book 8651, beginning at Page 3988; thence Southeasterly 280.38 feet along said Easterly Line to the Point of Beginning. Contains 1515 square feet or 0.0348 acres.

Block 49 Parcel – 700 West Street to South Temple Street (said Provo Subdivision MP 745.39 to 745.50 and said Salt Lake Subdivision MP 782.48 to 782.55)

Beginning at the Southwest Corner of Block 49, Official Survey of Plat "C", Salt Lake City Survey, said point being South 89°59'14" West 724.33 feet and North 00°00'01" West 64.03 feet from the Salt Lake City Monument in the intersection of 100 South and 600 West Streets (Basis of Bearing being North 89°58'54" East from said Monument to the Salt Lake City Monument in the intersection of 100 South and 500 West Streets), thence North 00°00'01" West 74.67 feet along the West Line of said Block 49 to a point on the Easterly Line of that portion of said Right of Way conveyed to Utah Transit Authority in that certain Quitclaim Deed recorded September 20, 2002, as Entry 8360002, Book 8651, beginning at Page 3988; thence Northeasterly 225.40 feet along said Easterly Line; thence 613.67 feet along the arc of a curve to the right with a radius of 830.00 feet, through a central angle of 42°21'44" (long chord = North 52°58'38" East 599.79 feet), thence 58.50 feet along the arc of a curve to the right with a radius of

1013.08 feet, through a central angle of 03°18'30" (long chord = North 75°58'52" East 58.50 feet) to the North Line of said Block 49, thence North 89°59'03" East 46.22 feet to the Northeast Corner of said Block 49, thence South 00°00'04" West 26.29 feet along the East Line of said Block 49; thence 50.62 feet along the arc of a curve to the left with a radius of 1322.46 feet, through a central angle of 02°11'35" (long chord = South 78°10'42" West 50.62 feet); thence 46.99 feet along the arc of a curve to the left with a radius of 910.42 feet, through a central angle of 02°57'25" (long chord = South 75°35'07" West 46.98 feet); thence 873.94 feet along the arc of a curve to the left with a radius of 795.00 feet, through a central angle of 62°59'05" (long chord = South 42°32'33" West 830.59 feet) to the South Line of said Block 49; thence South 89°59'23" West 3.71 feet along said South Line to the Point of Beginning. Contains 31,559 square feet or 0.7245 acres.

Block 82 Parcel (Grant Tower) – South Temple Street to 500 West Street (said Salt Lake Subdivision MP 782.60 to 782.74)

Beginning at a point on the East Line of Block 82, Official Survey of Plat "A", Salt Lake City Survey, said point being North 00°00'18" West 63.18 feet and South 89°57'09" West 60.79 feet to the Southeast Corner of said Block 82 and North 00°00'10" West 194.51 feet along said East Line from the Salt Lake City Monument in the intersection of South Temple and 500 West Streets (Basis of Bearing being South 00°00'18" East from said Monument to the Salt Lake City Monument in the intersection of 100 South and 500 West Streets); thence 443.80 feet along the arc of a curve to the right with a radius of 810.00 feet, through a central angle of 31°23'33" (long chord = South 53°28'59" West 438.27 feet) to the South Line of the vacated portion of South Temple Street; thence South 89°57'09" West 122.99 feet along said South Line; thence 50.78 feet along the arc of a curve to the left with a radius of 901.47 feet, through a central angle of 03°13'38" (long chord = North 75°26'54" East 50.77 feet); thence 341.01 feet along the arc of a curve to the left with a radius of 755.00 feet, through a central angle of 25°52'43" (long chord = North 60°44'31" East 338.12 feet) to a point on the Westerly Line of that portion of said Right of Way conveyed to Utah Transit Authority in that certain Quitclaim Deed recorded September 20, 2002, as Entry 8360002, Book 8651, beginning at Page 3988; thence Southwesterly 188.77 feet along said Westerly Line to a point on the South Line of said Block 82; thence North 89°57'09" East 39.89 feet along said South Line to a point on the Easterly Line of that portion of said Right of Way conveyed to Utah Transit Authority in that certain Quitclaim Deed recorded September 20, 2002, as Entry 8360002, Book 8651, beginning at Page 3988; thence Northeasterly 349.03 feet along said Easterly Line to the East Line of said Block 82, thence South 00°00'10" East 51.43 feet along said East Line to the Point of Beginning. Contains 12,977 square feet or 0.2979 acres.

Union Pacific Railroad Company

Salt Lake County, Utah

Exhibit "B"

A portion of the West Half of Section 25, Township 1 North, Range 1 West, Salt Lake Base and Meridian, and described as follows:

Beginning at a point South 04°35'38" East 2588.03 feet from the Southeast Corner of Section 23, Township 1 North, Range 1 West, Salt Lake Base and Meridian, said point also being on the arc of a non-tangent point of curvature of a 1510.27 foot radius curve to the left, the center of which bears North 39°41'23" East; said point of beginning also being 10.00 feet perpendicularly distant Westerly from the centerline of a Railroad Track; and running thence parallel with and 10.00 feet perpendicularly distant from the centerline of said Railroad Track the following two (2) courses. 1) thence Southeasterly along the arc of said curve 418.60 feet through a central angle of 15°52'49", 2) thence South 66°11'26" East 25.61 feet; thence South 41°04'58" West 86.47 feet to a point of curvature of a 547.34 foot radius curve to the left, the center of which bears South 50°53'04" West and said point also being 10.00 feet perpendicularly distant Westerly from the centerline of a Railroad Track; thence parallel with and 10.00 feet perpendicularly distant from the centerline of said Railroad Track the following three (3) courses; 1) Northwesterly along the arc of said curve 97.45 feet through a central angle of 10°12'03" to a point of compound curvature of a 2384.55 foot radius curve to the left, the center of which bears South 40°41'01" West; 2) Northwesterly along the arc of said curve 147.06 feet through a central angle of 03°32'01"; 3) North 52°51'00" West 134.51 feet; thence North 31°41'15" West 60.80 feet to the point of beginning

Contains 15,293 square feet or 0.3511 acres.

Basis of Bearing: North 89°46'13" West 2658.57 feet from the Southeast Corner to the South Quarter Corner of said Section 23.

Less and except the following:

Utah Transit Authority

Salt Lake County, Utah

Exhibit "B"

Portions of the Utah Transit Authority Right of Way, said Right of Way as defined in that certain Quitclaim Deed recorded September 20, 2002, as Entry 8360002, Book 8651, beginning at Page 3988, said portions being strips of land adjoining the Westerly Line of said Right of Way, being situate in the following 2 Sections and described as follows:

TRACT S1 - Section 26, Township 1 North, Range 1 West, Salt Lake Base and Meridian

Beginning at a point on said Westerly Line, said point being North 89°46'13" West 881.88 feet along the Section Line and South 00°00'00" East 1104.05 feet from the Northeast Corner of said Section 26; thence Southeasterly 244.07 feet along said Westerly Line; thence 67.12 feet along the arc of a curve to the left with a radius of 16,076.89 feet, through a central angle of 00°14'21" (long chord = North 30°56'28" West 67.12 feet); thence 177.01 feet along the arc of a curve to the left with a radius of 2321.50 feet, through a central angle of 04°22'08" (long chord = North 32°44'35" West 176.97 feet) to the Point of Beginning. Contains 284 square feet or 0.0065 acres.

TRACT S2 - Section 23, Township 1 North, Range 1 West, Salt Lake Base and Meridian

Beginning at a point on said Westerly Line, said point being North 89°46'13" West 2315.15 feet and North 00°00'00" East 948.36 feet from the Southeast Corner of said Section 23; thence Northerly 1648.57 feet along said Westerly Line to the South Line of 1800 North Street; thence North 01°38'22" East 108.37 feet, thence South 88°21'38" East 17.43 feet, thence South 01°38'22" West 107.90 feet to the South Line of 1800 North Street; thence South 89°52'20" East 3.50 feet along said South Line; thence South 01°37'57" West 27.11 feet; thence South 01°29'36" West 95.16 feet, thence South 00°39'26" West 95.16 feet; thence 1424.84 feet along the arc of a curve to the left with a radius of 3260.44 feet, through a central angle of 25°02'19" (long chord = South 12°33'32" East 1413.53 feet) to the Point of Beginning. Contains 25,477 square feet or 0.5849 acres.

Less and except the following:

Utah Transit Authority Right of Way

Salt Lake County, Utah

Exhibit "B"

A portion of the Utah Transit Authority Right of Way, said Right of Way as defined in that certain Quitclaim Deed recorded September 20, 2002, as Entry 8360002, Book 8651, beginning at Page 3988, and more specifically described as follows:

Basis of Bearing:

All bearings and distances contained herein, are expressed as grid bearings and ground distances based on the following defined coordinate projection:

System Projection	Transverse Mercator
System Datum	NAD – 1983/1994 (Federal Base Network – 2000 Adjustment)
System Elevation	4400 Feet Above Mean Sea Level (NAVD 88)
Origin Latitude	39°45'00.00" North
Origin Longitude	111°52'30.00" West
Scale Factor	1.000205271907
False Northing	75,000.00
False Easting	75,000.00

Block 48 Parcel – 200 South Street to 700 West Street

Beginning at the point of intersection of the Westerly Line of said Right of Way and the South Line of Block 48, Official Survey of Plat "C", Salt Lake City Survey, said point being North 89°59'11" East 68.00 feet along the 200 South Street Monument Line and North 00°00'04" East 63.97 feet to the Southwest Corner of said Block 48 and North 89°59'11" East 95.61 feet along said South Line from the Salt Lake City Monument in the intersection of 200 South and 700 West Streets; thence Northwesterly 327.74 feet along said Westerly Line to the West Line of said Block 48; thence North 00°00'04" East 4.95 feet along said West Line; thence 116.06 feet along the arc of a curve to the left with a radius of 2809.48 feet, through a central angle of 02°22'01" (long chord = South 16°22'32" East 116.05 feet), thence South 17°08'02" East 216.71 feet to the South Line of said Block 48; thence South 89°59'11" West 0.96 feet along said South Line to the Point of Beginning. Contains 191 square feet or 0.0044 acres.

Block 49 Parcel – 700 West Street to South Temple Street

Beginning at a point on the West Line of Block 49, Official Survey of Plat "C", Salt Lake City Survey, said point being South 89°59'14" West 724.33 feet and North 00°00'01" West 64.03 feet to the Southwest Corner of said Block 49 and North 00°00'01" West 120.26 feet along the West Line of said Block 49 from the Salt Lake City Monument in the intersection of 100 South and 600 West Streets (Basis of Bearing being North 89°58'54" East from said Monument to the Salt Lake City Monument in the intersection of 100 South and 500 West Streets); thence North 00°00'01" West 33.54 feet along the West Line of said Block 49 to a point on the Westerly Line of said Right of Way, thence Northeasterly 737.17 feet along said Westerly Line to the North Line of said Block 49, thence North 89°59'03" East 85.16 feet along said North Line to the Easterly Line of said Right of Way, thence Southwesterly 649.65 feet along said Easterly Line, thence 182.85 feet along the arc of a curve to the left with a radius of 830.00 feet, through a central angle

of 12°37'19" (long chord = South 25°29'06" West 182.48 feet) to the Point of Beginning. Contains 14,897 square feet or 0.3420 acres.

Block 82 Parcel (Grant Tower) – South Temple Street to 500 West Street

Beginning at a point on the East Line of Block 82, Official Survey of Plat "A", Salt Lake City Survey, said point being North 00°00'18" West 63.18 feet and South 89°57'09" West 60.79 feet to the Southeast Corner of said Block 82 and North 00°00'10" West 267.59 feet along said East Line from the Salt Lake City Monument in the intersection of South Temple and 500 West Streets (Basis of Bearing being South 00°00'18" East from said Monument to the Salt Lake City Monument in the intersection of 100 South and 500 West Streets); thence North 00°00'10" West 19.42 feet along said East Line to a point on the Westerly Line of said Right of Way; thence Southwesterly 219.93 feet along said Westerly Line; thence 204.38 feet along the arc of a curve to the left with a radius of 755.00 feet, through a central angle of 15°30'35" (long chord = North 40°02'52" East 203.75 feet) to the Point of Beginning. Contains 928 square feet or 0.0213 acres.

Less and except the following:

Utah Transit Authority

Davis County, Utah

Exhibit "B"

Portions of the Utah Transit Authority Right of Way, said Right of Way as defined in that certain Quitclaim Deed recorded September 20, 2002, as Entry 1787695, Book 3130, beginning at Page 670, said portions being non-continuous strips of land adjoining the Westerly Line of said Right of Way, being situate in the following 12 Sections and described as follows:

Basis of Bearing:

All bearings and distances contained herein, are expressed as grid bearings and ground distances based on the following defined coordinate projection.

System Projection	Transverse Mercator
System Datum	NAD – 1983/1994 (Federal Base Network – 2000 Adjustment)
System Elevation	4400 Feet Above Mean Sea Level (NAVD 88)
Origin Latitude	39°45'00.00" North
Origin Longitude	111°52'30.00" West
Scale Factor	1.000205271907
False Northing	75,000.00
False Easting	75,000.00

Expressly excepting and excluding from the following described Tracts, those lands within public streets and roads that were not conveyed to the Utah Transit Authority in said Quitclaim Deed

TRACT D1 - Section 2, Township 1 North, Range 1 West, Salt Lake Base and Meridian

Beginning at the point of intersection of the Easterly Line of said Utah Transit Authority Right of Way and the North Line of said Section 2, said point bearing North 87°55'32" West 256.33 feet from the Northeast Corner of said Section 2 and South 87°55'32" East 2380.22 feet from the North Quarter Corner of said Section 2, thence North 87°55'32" West 20.66 feet along said North Line to a point on the Westerly Line of said Right of Way, thence Southerly 927.30 feet along said Westerly Line, thence South 75°21'23" East 20.27 feet to said Easterly Line, thence North 14°38'16" East 931.80 feet along said Easterly Line to the Point of Beginning. Contains 18,739 square feet or 0.4302 acres.

TRACT D2 - Section 35, Township 2 North, Range 1 West, Salt Lake Base and Meridian

Beginning at the point of intersection of the Easterly Line of said Utah Transit Authority Right of Way and the South Line of said Section 35, said point being North 87°55'32" West 256.33 feet from the Southeast Corner of said Section 35 and South 87°55'32" East 2380.22 feet from the South Quarter Corner of said Section 35; thence North 14°38'16" East 1007.32 feet along said Easterly Line to a point on the East Line of said Section 35, said point bearing North 00°05'37" West 983.91 feet from the Southeast Corner of said Section 35 and South 00°05'37" East 1712.85 feet from the East Quarter Corner of said Section 35 (said East Quarter Corner position being South 89°52'34" East 278.58 feet and North 00°05'09" West 824.15 feet from the Monument at the intersection of 2600 South and 1100 West Streets as referenced on the Davis County Surveyor's Section Corner Tie Sheet), thence North 00°05'37" West 78.65 feet along said East Line to a point on the Westerly Line of said Right of Way; thence Southerly 1087.88 feet along said Westerly Line to the South Line of

said Section 35, thence South 87°55'32" East 20 66 feet along said South Line to the Point of Beginning. Contains 21,018 square feet or 0.4825 acres

TRACT D3 - Section 36, Township 2 North, Range 1 West, Salt Lake Base and Meridian

Beginning at the point of intersection of the Easterly Line of said Utah Transit Authority Right of Way and the West Line of said Section 36, said point being North 00°05'37" West 983.91 feet from the Southwest Corner of said Section 36 and South 00°05'37" East 1712.85 feet from the West Quarter Corner of said Section 36 (said West Quarter Corner position being South 89°52'34" East 278.58 feet and North 00°05'09" West 824.15 feet from the Monument at the intersection of 2600 South and 1100 West Streets as referenced on the Davis County Surveyor's Section Corner Tie Sheet); thence North 14°38'16" East 2901.62 feet along said Easterly Line; thence North 75°21'23" West 20.00 feet to a point on the Westerly Line of said Right of Way; thence Southerly 2825.56 feet along said Westerly Line to the West Line of said Section 36; thence South 00°05'37" East 78.65 feet along said West Line to the Point of Beginning. Contains 57,272 square feet or 1.3148 acres.

TRACT D4 - Section 2, Township 4 North, Range 2 West, Salt Lake Base and Meridian

Beginning at the point of intersection of said Westerly Line and the North Line of said Section 2, said point bearing North 89°49'35" West 1554.36 feet from the Northeast Corner of said Section 2 and South 89°49'35" East 1094.21 feet from the North Quarter Corner of said Section 2; thence South 89°49'35" East 11.06 feet along said North Line; thence South 31°03'01" East 55.04 feet; thence 204.27 feet along the arc of a curve to the right with a radius of 11,450.00 feet, through a central angle of 01°01'20" (long chord = South 30°32'21" East 204.27 feet); thence South 30°01'41" East 59.66 feet; thence South 29°36'52" East 40.30 feet; thence South 29°46'41" East 1510.77 feet; thence South 29°56'29" East 40.30 feet; thence South 29°31'40" East 59.66 feet; thence 149.07 feet along the arc of a curve to the right with a radius of 11,450.00 feet, through a central angle of 00°44'46" (long chord = South 29°09'18" East 149.07 feet); thence South 28°46'55" East 59.66 feet; thence South 28°22'06" East 40.30 feet; thence South 28°31'54" East 261.93 feet to a point on said Westerly Line; thence Northerly 2486.35 along said Westerly to the Point of Beginning. Contains 26,181 square feet or 0.6010 acres

TRACT D5 - Section 35, Township 5 North, Range 2 West, Salt Lake Base and Meridian

Beginning at the point of intersection of said Westerly Line and the South Line of said Section 35, said point being North 89°49'35" West 1554.36 feet from the Southeast Corner of said Section 35 and South 89°49'35" East 1094.21 feet from the South Quarter Corner of said Section 35; thence Northerly 375.32 feet along said Westerly Line; thence South 31°18'01" East 336.06 feet; thence South 31°27'49" East 40.30 feet; thence South 31°03'01" East 4.62 feet to the South Line of said Section 35; thence North 89°49'35" West 11.06 feet along said South Line to the Point of Beginning. Contains 1782 square feet or 0.0409 acres

Together with.

Beginning at a point on said Westerly Line, said point being South 89°49'35" East 423.78 feet along the Section Line and North 00°00'00" West 1208.07 feet from the South Quarter Corner of said Section 35; thence Northerly 2712.17 feet along said Westerly Line; thence South 00°18'00" East 419.94 feet; thence South 00°52'00" East 215.64 feet; thence South 01°02'06" East 101.24 feet; thence South 01°14'24" East 95.01 feet; thence South 01°16'47" East 234.34 feet; thence 440.45 feet along the arc of a curve to the left with a radius of 7528.79 feet, through a central angle of 03°21'07" (long chord = South 02°20'27" East 440.39 feet); thence 1200.20 feet along the arc of a curve to the left with a radius of 3792.56 feet, through a central angle of 18°07'55" (long chord = South 13°40'29" East 1195.20 feet to the Point of Beginning. Contains 31,999 square feet or 0.7346 acres.

Less and except the following:

Utah Transit Authority

Weber County, Utah

Exhibit "B"

Basis of Bearing: North 27°12'52" East 6036.78 feet from the Center Quarter Corner of Section 31 to the East Quarter Corner of Section 30, Township 6 North, Range 1 West, Salt Lake Base and Meridian.

All bearings and distances contained herein, are expressed as grid bearings and ground distances based on the following defined coordinate projection:

System Projection	Transverse Mercator
System Datum	NAD – 1983/1994 (Federal Base Network – 2000 Adjustment)
System Elevation	4400 Feet Above Mean Sea Level (NAVD 88)
Origin Latitude	39°45'00.00" North
Origin Longitude	111°52'30.00" West
Scale Factor	1.000205271907
False Northing	75,000.00
False Easting	75,000.00

A parcel of land situate in the Northwest Quarter of Section 32 and the Southwest of Section 29, Township 6 North, Range 1 West, Salt Lake Base and Meridian, and described as follows:

Beginning at a point South 51°36'11" East 2372.24 feet from the West Quarter Corner of said Section 29; thence 59.91 feet along the arc of a curve to the right with a radius of 3676.92 feet, through a central angle of 00°56'01" (long chord = South 00°41'29" West 59.91 feet); thence South 00°59'43" West 989.87 feet; thence 62.50 feet along the arc of a curve to the right with a radius of 19,039.86 feet, through a central angle of 00°11'17" (long chord = South 01°03'29" West 62.50 feet); thence 62.49 feet along the arc of a curve to the right with a radius of 6344.93 feet, through a central angle of 00°33'52" (long chord = South 01°26'03" West 62.49 feet); thence 158.32 feet along the arc of a curve to the right with a radius of 4714.86 feet, through a central angle of 01°55'26" (long chord = South 02°41'36" West 158.31 feet); thence 118.89 feet along the arc of a curve to the right with a radius of 2392.92 feet, through a central angle of 02°50'48" (long chord = South 07°42'17" West 118.87 feet); thence South 89°52'48" East 53.49 feet; thence South 88°57'07" East 10.00 feet; thence North 01°02'53" East 1447.60 feet; thence 2.71 feet along the arc of a curve to the left with a radius of 733.00 feet, through a central angle of 00°12'42" (long chord = North 00°56'32" East 2.71 feet); thence North 89°02'58" West 46.00 feet to the point of beginning. Contains 67,092 square feet or 1.5402 acres.

LEGAL DESCRIPTION OF ADDITIONAL BINGHAM BRANCH PROPERTY

Union Pacific Railroad Company

Salt Lake County, Utah

Exhibit "B"

That portion of the Bingham Industrial Lead of the Union Pacific Railroad Company (formerly the Denver & Rio Grand Railroad Company), that lies westerly of a line drawn at right angles to the center line of the main line track of said Bingham Industrial Lead at a point on said center line of the main line track that is distant Five Hundred Thirty Four and Eighty Nine Hundredths (534.89) feet and bears North Sixty Nine Degrees Fifty Eight Minutes Nineteen Seconds (69° 58'19") East from the West Quarter Corner (W1/4C) of Section Twenty Five (25) Township Two South (T2S) Range One West (R1W) Salt Lake Base and Meridian, to a line drawn at right angles to said center line of the main line track at railroad subdivision mile post 6.60, said Bingham Industrial Lead being situate in over and across the following legal subdivisions of Salt Lake County, Utah.

Subdivision	Section	Township	Range	Meridian
S 1/2 NW1/4	25	2S	1W	Salt Lake
S 1/2 NE1/4	26	2S	1W	Salt Lake
NW 1/4 SE1/4	26	2S	1W	Salt Lake
E 1/2 SW1/4	26	2S	1W	Salt Lake
N 1/2 NW1/4	35	2S	1W	Salt Lake
NE 1/4	34	2S	1W	Salt Lake
S1/2 NW 1/4	34	2S	1W	Salt Lake
NW 1/4 SW1/4	34	2S	1W	Salt Lake
SE 1/4	33	2S	1W	Salt Lake
SW 1/4	33	2S	1W	Salt Lake
SE 1/4 SE1/4	32	2S	1W	Salt Lake
N 1/2 NE1/4	5	3S	1W	Salt Lake
NW1/4	5	3S	1W	Salt Lake
S 1/2 NE1/4	6	3S	1W	Salt Lake
N1/2 SE1/4	6	3S	1W	Salt Lake
SW1/4	6	3S	1W	Salt Lake
SE1/4 SE1/4	1	3S	2W	Salt Lake
NE1/4	12	3S	2W	Salt Lake
S1/2 NW1/4	12	3S	2W	Salt Lake

Basis of Bearing being South Zero Degrees 5 Minutes Twenty Six Seconds (00°05'26") West 2712.08 feet from said West Quarter Corner (W1/4C) to the Southwest Corner of said Section Twenty Five (25).

Union Pacific Railroad Co
Real Estate Department
Omaha, NE.
September 18 2006 T.D.A.

LEGAL DESCRIPTION OF ADDITIONAL BINGHAM BRANCH PROPERTY

Union Pacific Railroad Company

Salt Lake County, Utah

Exhibit "B"

That portion of the Bingham Industrial Lead of the Union Pacific Railroad Company (formerly the Denver & Rio Grand Railroad Company), that lies westerly of a line drawn at right angles to the center line of the main line track of said Bingham Industrial Lead at a point on said center line of the main line track that is distant Five Hundred Thirty Four and Eighty Nine Hundredths (534.89) feet and bears North Sixty Nine Degrees Fifty Eight Minutes Nineteen Seconds (69° 58'19") East from the West Quarter Corner (W1/4C) of Section Twenty Five (25) Township Two South (T2S) Range One West (R1W) Salt Lake Base and Meridian, to a line drawn at right angles to said center line of the main line track at railroad subdivision mile post 6.60, said Bingham Industrial Lead being situate in over and across the following legal subdivisions of Salt Lake County, Utah.

Subdivision	Section	Township	Range	Meridian
S 1/2 NW1/4	25	2S	1W	Salt Lake
S 1/2 NE1/4	26	2S	1W	Salt Lake
NW 1/4 SE1/4	26	2S	1W	Salt Lake
E 1/2 SW1/4	26	2S	1W	Salt Lake
N 1/2 NW1/4	35	2S	1W	Salt Lake
NE 1/4	34	2S	1W	Salt Lake
S1/2 NW 1/4	34	2S	1W	Salt Lake
NW 1/4 SW1/4	34	2S	1W	Salt Lake
SE 1/4	33	2S	1W	Salt Lake
SW 1/4	33	2S	1W	Salt Lake
SE 1/4 SE1/4	32	2S	1W	Salt Lake
N 1/2 NE1/4	5	3S	1W	Salt Lake
NW1/4	5	3S	1W	Salt Lake
S 1/2 NE1/4	6	3S	1W	Salt Lake
N1/2 SE1/4	6	3S	1W	Salt Lake
SW1/4	6	3S	1W	Salt Lake
SE1/4 SE1/4	1	3S	2W	Salt Lake
NE1/4	12	3S	2W	Salt Lake
S1/2 NW1/4	12	3S	2W	Salt Lake

Basis of Bearing being South Zero Degrees 5 Minutes Twenty Six Seconds (00°05'26") West 2712.08 feet from said West Quarter Corner (W1/4C) to the Southwest Corner of said Section Twenty Five (25).

Union Pacific Railroad Co.
Real Estate Department
Omaha, NE.
September 18 2006 T.D.A.

LEGAL DESCRIPTION OF DALTON SPUR

Union Pacific Railroad Company

Salt Lake County, Utah

Exhibit "B"

All that portion of the Union Pacific Railroad Company (formerly the Denver & Rio Grand Railroad Company) Two hundred feet wide right of way extending southwesterly from the southerly right of way line of the now relocated Bingham Industrial Lead of said Union Pacific Railroad Company through the northwest quarter (NW 1/4) Section Fourteen (14), the south half of the northeast quarter (S1/2 NE1/4) of Section Fifteen (15), and the southeast quarter of the northwest quarter (SE1/4 NW1/4) of Section Fifteen (15), Township 3 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah.

Union Pacific Railroad Co.
Real Estate Department
Omaha, NE.

February 20 2007 T.D.A.
DALTON SPUR

EXHIBIT "M"

BINGHAM LICENSE TERMINATION

**RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:**

UNION PACIFIC RAILROAD COMPANY
ATTN: Assistant General Counsel (CMS)
1400 Douglas Street, Mail Stop 1580
Omaha, Nebraska 68179

SPACE ABOVE FOR RECORDER'S USE ONLY

**TERMINATION OF BINGHAM BRANCH
RAILROAD FACILITIES LICENSE**

This Termination of Bingham Branch Railroad Facilities License ("Termination Agreement") is made _____, 2007, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("UP"), and **UTAH TRANSIT AUTHORITY**, a public transit district organized under Title 17A, Chapter 2, Part 10, Utah Code Annotated 1953, as amended ("UTA").

RECITALS:

A. UP and UTA entered into that certain Bingham Branch Railroad Facilities License dated September 20, 2002, recorded September 20, 2002 under Entry No. B360008, Book 8651, Page 4105, in the Recorder's Office of Salt Lake County, Utah (the "Bingham License").

B. UP and UTA desire to terminate the Bingham License effective as of May 1, 2007 ("Effective Date").

NOW, THEREFORE, in consideration of the mutual covenants in this Termination Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, UP and UTA agree as follows:

1. **Defined Terms.** The defined terms in the Bingham License shall apply and have the same meaning in this Termination Agreement as if fully set forth herein.

2. **Termination of Bingham License.** UP and UTA hereby terminate the Bingham License effective at 12:01 a.m., Mountain Standard Time on the Effective Date; PROVIDED, HOWEVER, that such termination shall not affect any of the rights or obligations of the parties

to the Bingham License that may have accrued prior thereto, or liabilities, accrued or otherwise, that may have arisen prior thereto. UP and UTA agree that as of the Effective Date, no further Activities by UP will be conducted on the UTA Property and UP shall have no further responsibility for maintaining the UTA Property or for maintenance and repair of the Facilities. The UTA Property is shown on **Exhibit A** and described in **Exhibit B** attached hereto and incorporated herein.

3. **Counterparts.** This Termination Agreement may be executed in multiple counterparts, with the same effect as if UTA and UP had signed the same document. All counterparts will be construed together and constitute one agreement.

IN WITNESS WHEREOF, UTA and UP have executed this Termination Agreement as of the day and year first above written.

Attest:

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

Assistant Secretary

(Seal)

By: _____
Title: _____

Witness:

UTAH TRANSIT AUTHORITY,
a public transit district of the State of Utah

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

[illegible]

On _____, 2007, before me, a Notary Public in and for said County and State, personally appeared _____ and _____ who are the _____ and Assistant Secretary, respectively, of UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, and who are personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to in the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which persons acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(Seal)

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On _____, 2007, before me, a Notary Public in and for said County and State, personally appeared _____ and _____ who are the _____ and _____, respectively, of UTAH TRANSIT AUTHORITY, a public transit district organized under Utah law, and who are personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to in the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which persons acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)

Notary Public

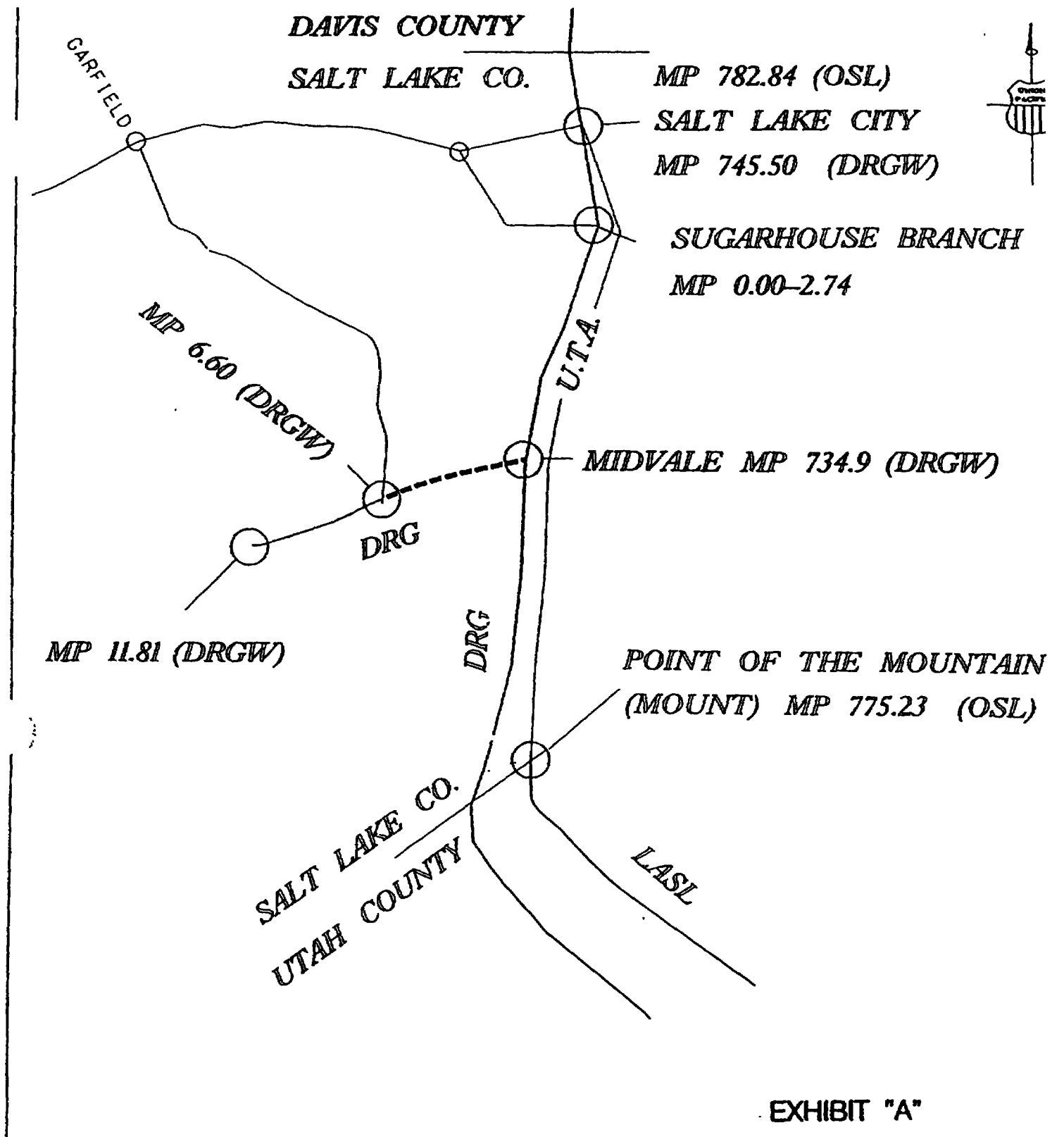


EXHIBIT "A"

LEGEND

BINGHAM BRANCH PROPERTY

BINGHAM BRANCH PROPERTY
UNION PACIFIC RAILROAD

TO ACCOMPANY AGREEMENT WITH
UTAH TRANSIT AUTHORITY

SALT LAKE COUNTY, UTAH
M.P. 0.00-6.60 BINGHAM BRANCH

REAL ESTATE DEPARTMENT OMAHA NE
DATE: 9-10-2002 T.D.A.

Union Pacific Railroad Company

Salt Lake County, Utah

Exhibit "B"

That portion of the Bingham Industrial Lead of the Union Pacific Railroad Company (formerly the Denver & Rio Grand Railroad Company), that lies between the northerly right of way line as now located and a line drawn 35 feet distant southerly as measured at right angles and/or radially from said northerly right of way line, said strip extends westerly from said industrial lead mile post 0.00, to a line drawn at right angles to the center line of the main line track at said railroad subdivision mile post 6.60, said strip of land being situate in over and across the following legal subdivisions of Salt Lake County, Utah:

Subdivision	Section	Township	Range	Meridian
S 1/2 NW1/4	25	2S	1W	Salt Lake
S 1/2 NE1/4	26	2S	1W	Salt Lake
NW 1/4 SE1/4	26	2S	1W	Salt Lake
E 1/2 SW1/4	26	2S	1W	Salt Lake
N 1/2 NW1/4	35	2S	1W	Salt Lake
NE 1/4	34	2S	1W	Salt Lake
S1/2 NW 1/4	34	2S	1W	Salt Lake
NW 1/4 SW1/4	34	2S	1W	Salt Lake
SE 1/4	33	2S	1W	Salt Lake
SW 1/4	33	2S	1W	Salt Lake
SE 1/4 SE1/4	32	2S	1W	Salt Lake
N 1/2 NE1/4	5	3S	1W	Salt Lake
NW1/4	5	3S	1W	Salt Lake
S 1/2 NE1/4	6	3S	1W	Salt Lake
N1/2 SE1/4	6	3S	1W	Salt Lake
SW1/4	6	3S	1W	Salt Lake
SE1/4 SE1/4	1	3S	2W	Salt Lake
NE1/4	12	3S	2W	Salt Lake
S1/2 NW1/4	12	3S	2W	Salt Lake

Provided, however, that subject to the exception(s) from this quitclaim described below, the portion of the right of way quitclaimed hereby shall comprise not less than the northerly 30.00 feet of said portion of said right of way.

EXCEPTING from the portion of the right of way quitclaimed hereby any portion thereof that lies between the southerly right of way line and a line drawn parallel and/or concentric with and 30 feet distant northerly from such southerly right of way line.

Grantor and Grantee acknowledge that it is their intent that the widths of the portions of the right of way referred to in the two immediately preceding paragraphs shall be measured as if each outer boundary of the right of way were a continuous line, i.e., without regard to so-called "notching" or "notch-outs," as shown on the "Val Maps" as defined in that certain Purchase and Sale Agreement dated January 17, 2002, by and between Grantor and Grantee, as amended by First Amendment to Purchase and Sale Agreement dated as of September 19, 2002.

Union Pacific Railroad Co
Real Estate Department
Omaha, NE
September 10 2002 T.D.A
Segment 3 4f

EXHIBIT "N"

BINGHAM CONSTRUCTION TERMINATION

**RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:**

UNION PACIFIC RAILROAD COMPANY
ATTN: Assistant General Counsel (CMS)
1400 Douglas Street, Mail Stop 1580
Omaha, Nebraska 68179

SPACE ABOVE FOR RECORDER'S USE ONLY

**TERMINATION OF BINGHAM BRANCH
CONSTRUCTION AND RAILROAD RELOCATION AGREEMENT**

This Termination of Bingham Branch Construction and Railroad Relocation Agreement ("Termination Agreement") is made _____, 2007, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("UP"), and **UTAH TRANSIT AUTHORITY**, a public transit district organized under Title 17A, Chapter 2, Part 10, Utah Code Annotated 1953, as amended ("UTA").

RECITALS:

A. UP and UTA entered into that certain Bingham Branch Construction and Railroad Relocation Agreement dated September 20, 2002, recorded September 20, 2002 under Entry No. B36001108, Book 8651, Page 4194, in the Recorder's Office of Salt Lake County, Utah (the "Bingham Construction Agreement"), with respect to the UTA Property (as defined therein). The UTA Property is shown on **Exhibit A** and described in **Exhibit B** attached hereto and incorporated herein.

B. UP and UTA desire to terminate the Bingham Construction Agreement effective _____, 2007 ("**Effective Date**").

NOW, THEREFORE, in consideration of the mutual covenants in this Termination Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, UP and UTA agree as follows:

1. **Defined Terms.** The defined terms in the Bingham Construction Agreement shall apply and have the same meaning in this Termination Agreement as if fully set forth herein.

2. **Termination of Bingham Construction Agreement.** UP and UTA hereby terminate the Bingham Construction Agreement effective at 11:59 p.m. Mountain Standard Time on the Effective Date; PROVIDED, HOWEVER, that such termination shall not affect any of the rights or obligations of the parties to the Bingham Construction Agreement that may have accrued prior thereto, or liabilities, accrued or otherwise, that may have arisen prior thereto.

3. **Counterparts.** This Termination Agreement may be executed in multiple counterparts, with the same effect as if UTA and UP had signed the same document. All counterparts will be construed together and constitute one agreement.

IN WITNESS WHEREOF, UTA and UP have executed this Termination Agreement as of the day and year first above written.

Attest:

**UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation**

Assistant Secretary

(Seal)

By: _____
Title: _____

Witness:

**UTAH TRANSIT AUTHORITY,
a public transit district of the State of Utah**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

STATE OF NEBRASKA)

) ss.

COUNTY OF DOUGLAS)

On _____, 2007, before me, a Notary Public in and for said County and State, personally appeared _____ and _____ who are the _____ and Assistant Secretary, respectively, of UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, and who are personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to in the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which persons acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(Seal)

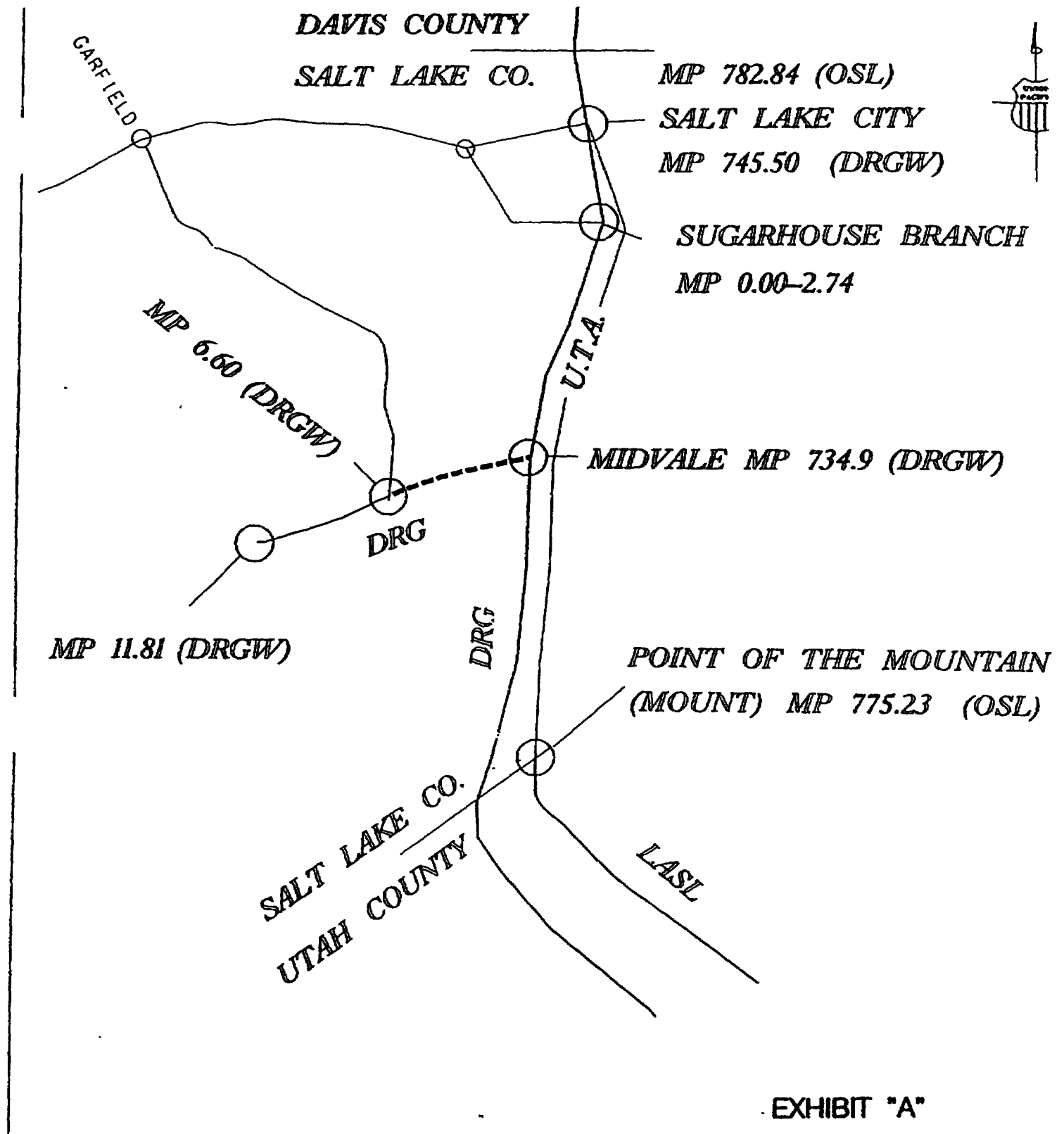
STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On _____, 2007, before me, a Notary Public in and for said County and State, personally appeared _____ and _____ who are the _____ and _____, respectively, of UTAH TRANSIT AUTHORITY, a public transit district organized under Utah law, and who are personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to in the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which persons acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(Seal)



LEGEND

BINGHAM BRANCH PROPERTY

BINGHAM BRANCH PROPERTY UNION PACIFIC RAILROAD

TO ACCOMPANY AGREEMENT WITH
UTAH TRANSIT AUTHORITY

SALT LAKE COUNTY, UTAH
M.P. 0.00-6.60 BINGHAM BRANCH

REAL ESTATE DEPARTMENT OMAHA NE.
DATE: 9-10-2002 T.D.A.

Union Pacific Railroad Company

Salt Lake County, Utah

Exhibit "B"

That portion of the Bingham Industrial Lead of the Union Pacific Railroad Company (formerly the Denver & Rio Grand Railroad Company), that lies between the northerly right of way line as now located and a line drawn 35 feet distant southerly as measured at right angles and/or radially from said northerly right of way line, said strip extends westerly from said industrial lead mile post 0.00, to a line drawn at right angles to the center line of the main line track at said railroad subdivision mile post 6.60, said strip of land being situate in over and across the following legal subdivisions of Salt Lake Country, Utah:

Subdivision	Section	Township	Range	Meridian
S 1/2 NW1/4	25	2S	1W	Salt Lake
S 1/2 NE1/4	26	2S	1W	Salt Lake
NW 1/4 SE1/4	26	2S	1W	Salt Lake
E 1/2 SW1/4	26	2S	1W	Salt Lake
N 1/2 NW1/4	35	2S	1W	Salt Lake
NE 1/4	34	2S	1W	Salt Lake
S1/2 NW 1/4	34	2S	1W	Salt Lake
NW 1/4 SW1/4	34	2S	1W	Salt Lake
SE 1/4	33	2S	1W	Salt Lake
SW 1/4	33	2S	1W	Salt Lake
SE 1/4 SE1/4	32	2S	1W	Salt Lake
N 1/2 NE1/4	5	3S	1W	Salt Lake
NW1/4	5	3S	1W	Salt Lake
S 1/2 NE1/4	6	3S	1W	Salt Lake
N1/2 SE1/4	6	3S	1W	Salt Lake
SW1/4	6	3S	1W	Salt Lake
SE1/4 SE1/4	1	3S	2W	Salt Lake
NE1/4	12	3S	2W	Salt Lake
S1/2 NW1/4	12	3S	2W	Salt Lake

Provided, however, that subject to the exception(s) from this quitclaim described below, the portion of the right of way quitclaimed hereby shall comprise not less than the northerly 30.00 feet of said portion of said right of way

EXCEPTING from the portion of the right of way quitclaimed hereby any portion thereof that lies between the southerly right of way line and a line drawn parallel and/or concentric with and 30 feet distant northerly from such southerly right of way line.

Grantor and Grantee acknowledge that it is their intent that the widths of the portions of the right of way referred to in the two immediately preceding paragraphs shall be measured as if each outer boundary of the right of way were a continuous line, i.e., without regard to so-called "notching" or "notch-outs," as shown on the "Val Maps" as defined in that certain Purchase and Sale Agreement dated January 17, 2002, by and between Grantor and Grantee, as amended by First Amendment to Purchase and Sale Agreement dated as of September 19, 2002.

Union Pacific Railroad Co
Real Estate Department
Omaha, NE
September 10 2002 T.D A
Segment 3 4f

EXHIBIT "O"

TERMINATION OF BINGHAM BRANCH OPERATIONS AND MAINTENANCE AGREEMENT

This Termination of Bingham Branch Operations and Maintenance Agreement ("Termination Agreement") is made _____, 2007, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("UP"), and **UTAH TRANSIT AUTHORITY**, a public transit district organized under Title 17A, Chapter 2, Part 10, Utah Code Annotated 1953, as amended ("UTA").

RECITALS:

A. UP and UTA entered into that certain Bingham Branch Operations and Maintenance Agreement dated September 20, 2002 (the "Bingham Operations Agreement"), with respect to the Corridor (as defined therein). The Corridor is shown on **Exhibit A** and described in **Exhibit B** attached hereto and incorporated herein.

B. UP and UTA desire to terminate the Bingham Operations Agreement effective May 1, 2007 ("**Effective Date**").

NOW, THEREFORE, in consideration of the mutual covenants in this Termination Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, UP and UTA agree as follows:

1. **Defined Terms.** The defined terms in the Bingham Operations Agreement shall apply and have the same meaning in this Termination Agreement as if fully set forth herein.

2. **Termination of Bingham Operations Agreement.** UP and UTA hereby terminate the Bingham Operations Agreement effective at 11:59 p.m. Mountain Standard Time on the Effective Date; PROVIDED, HOWEVER, that such termination shall not affect any of the rights or obligations of the parties to the Bingham Operations Agreement that may have accrued prior thereto, or liabilities, accrued or otherwise, that may have arisen prior thereto.

3. **Counterparts.** This Termination Agreement may be executed in multiple counterparts, with the same effect as if UTA and UP had signed the same document. All counterparts will be construed together and constitute one agreement.

IN WITNESS WHEREOF, UTA and UP have executed this Termination Agreement as of the day and year first above written.

Attest:

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

Assistant Secretary

(Seal)

By: _____
Title: _____

Witness:

UTAH TRANSIT AUTHORITY,
a public transit district of the State of Utah

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On _____, 2007, before me, a Notary Public in and for said County and State, personally appeared _____ and _____ who are the _____ and Assistant Secretary, respectively, of UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, and who are personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to in the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which persons acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(Seal)

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On _____, 2007, before me, a Notary Public in and for said County and State, personally appeared _____ and _____ who are the _____ and _____, respectively, of UTAH TRANSIT AUTHORITY, a public transit district organized under Utah law, and who are personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to in the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which persons acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(Seal)

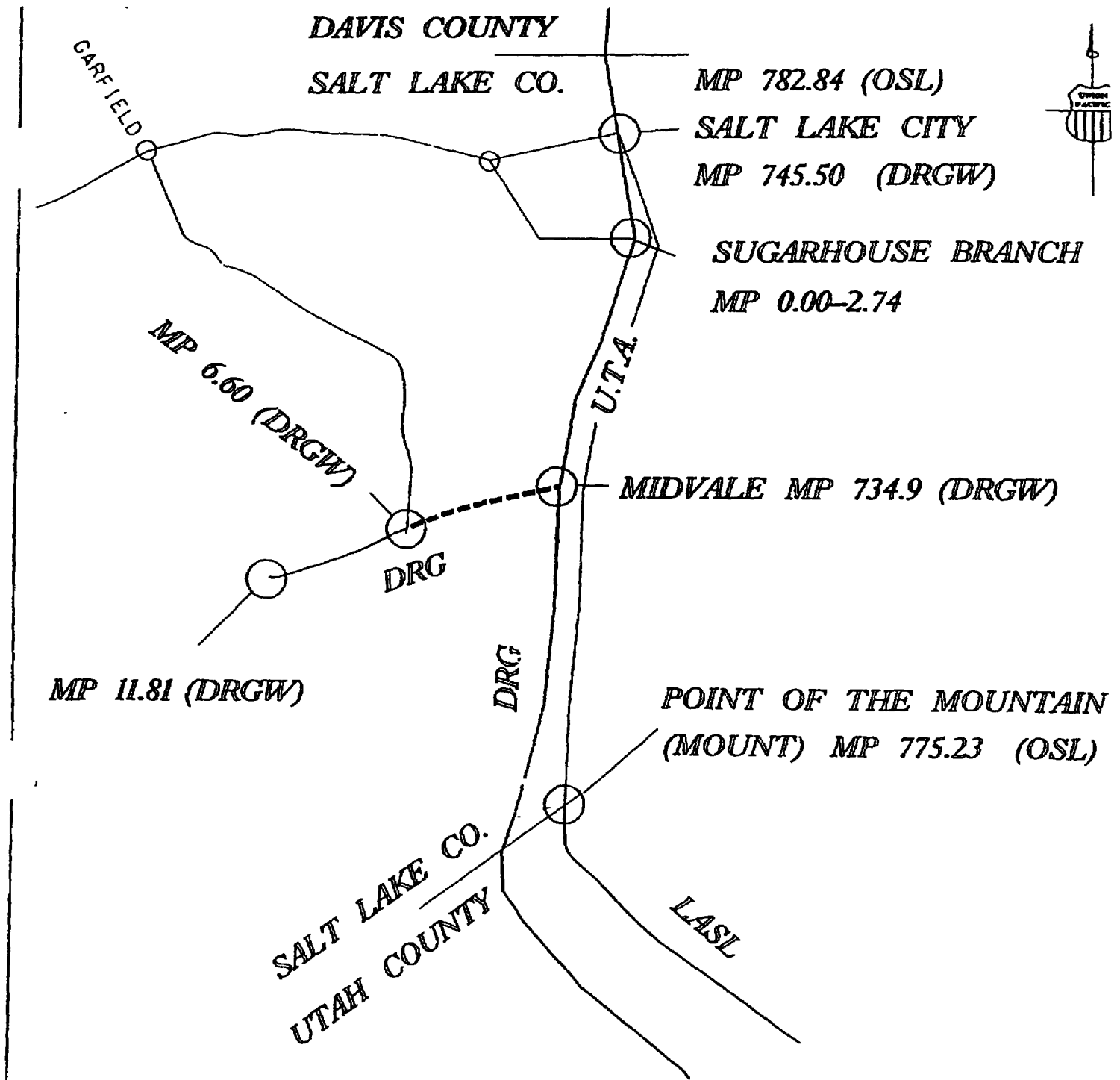


EXHIBIT "A"

LEGEND

BINGHAM BRANCH PROPERTY

BINGHAM BRANCH PROPERTY
UNION PACIFIC RAILROAD (

TO ACCOMPANY AGREEMENT WITH
UTAH TRANSIT AUTHORITY

SALT LAKE COUNTY, UTAH
M.P. 0.00-6.60 BINGHAM BRANCH

REAL ESTATE DEPARTMENT OMAHA NE.
DATE: 9-10-2002 T.D.A.

Union Pacific Railroad Company

Salt Lake County, Utah

Exhibit "B"

That portion of the Bingham Industrial Lead of the Union Pacific Railroad Company (formerly the Denver & Rio Grand Railroad Company), that lies between the northerly right of way line as now located and a line drawn 35 feet distant southerly as measured at right angles and/or radially from said northerly right of way line, said strip extends westerly from said industrial lead mile post 0.00, to a line drawn at right angles to the center line of the main line track at said railroad subdivision mile post 6.60, said strip of land being situate in over and across the following legal subdivisions of Salt Lake Country, Utah:

Subdivision	Section	Township	Range	Meridian
S 1/2 NW1/4	25	2S	1W	Salt Lake
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N 1/2 NW1/4	35	2S	1W	Salt Lake
NE 1/4	34	2S	1W	Salt Lake
S1/2 NW 1/4	34	2S	1W	Salt Lake
NW 1/4 SW1/4	34	2S	1W	Salt Lake
SE 1/4	33	2S	1W	Salt Lake
SW 1/4	33	2S	1W	Salt Lake
SE 1/4 SE1/4	32	2S	1W	Salt Lake
N 1/2 NE1/4	5	3S	1W	Salt Lake
NW1/4	5	3S	1W	Salt Lake
S 1/2 NE1/4	6	3S	1W	Salt Lake
N1/2 SE1/4	6	3S	1W	Salt Lake
SW1/4	6	3S	1W	Salt Lake
SE1/4 SE1/4	1	3S	2W	Salt Lake
NE1/4	12	3S	2W	Salt Lake
S1/2 NW1/4	12	3S	2W	Salt Lake

Provided, however, that subject to the exception(s) from this quitclaim described below, the portion of the right of way quitclaimed hereby shall comprise not less than the northerly 30.00 feet of said portion of said right of way.

EXCEPTING from the portion of the right of way quitclaimed hereby any portion thereof that lies between the southerly right of way line and a line drawn parallel and/or concentric with and 30 feet distant northerly from such southerly right of way line.

Grantor and Grantee acknowledge that it is their intent that the widths of the portions of the right of way referred to in the two immediately preceding paragraphs shall be measured as if each outer boundary of the right of way were a continuous line, i.e., without regard to so-called "notching" or "notch-outs," as shown on the "Val Maps" as defined in that certain Purchase and Sale Agreement dated January 17, 2002, by and between Grantor and Grantee, as amended by First Amendment to Purchase and Sale Agreement dated as of September 19, 2002.

Union Pacific Railroad Co
Real Estate Department
Omaha, NE
September 10 2002 T D.A
Segment 3 4f

EXHIBIT "P"

TRA TERMINATION

TERMINATION OF SUGARHOUSE/BINGHAM TRACKAGE RIGHTS AGREEMENT

This Termination of Sugarhouse/Bingham Trackage Rights Agreement ("Termination Agreement") is made _____, 2007, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("UP"), and **UTAH TRANSIT AUTHORITY**, a public transit district organized under Title 17A, Chapter 2, Part 10, Utah Code Annotated 1953, as amended ("UTA").

RECITALS:

A. UP and UTA entered into that certain Sugarhouse/Bingham Trackage Rights Agreement dated September 20, 2002 (the "Sugarhouse/Bingham TRA"), with respect to certain lines of railroad extending (1) between Mile Post 0.0 of the Guarhouse Spur of UP and Mile Post 2.74 of said line, and (2) between Mile Post 6.60 of the Bingham Industrial Lead of UP and Mile Post 11.81 of said line.

B. UP and UTA desire to terminate the Sugarhouse/Bingham TRA effective as of May 1, 2007 ("Effective Date").

NOW, THEREFORE, in consideration of the mutual covenants in this Termination Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, UP and UTA agree as follows:

1. **Defined Terms.** The defined terms in the Sugarhouse/Bingham TRA shall apply and have the same meaning in this Termination Agreement as if fully set forth herein.

2. **Termination of Sugarhouse/Bingham TRA.** UP and UTA hereby terminate the Sugarhouse/Bingham TRA effective at 12:01 a.m.. Mountain Standard Time on the Effective Date; PROVIDED, HOWEVER, that such termination shall not affect any of the rights or obligations of the parties to the Sugarhouse/Bingham TRA that may have accrued prior thereto, or liabilities, accrued or otherwise, that may have arisen prior thereto.

3. **Counterparts.** This Termination Agreement may be executed in multiple counterparts, with the same effect as if UTA and UP had signed the same document. All counterparts will be construed together and constitute one agreement.

IN WITNESS WHEREOF, UTA and UP have executed this Termination Agreement as of the day and year first above written.

Attest:

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

Assistant Secretary

(Seal)

By: _____
Title: _____

Witness:

UTAH TRANSIT AUTHORITY,
a public transit district of the State of Utah

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

EXHIBIT "Q"

SELLER'S REPRESENTATIVES

Section 8.1(d) and 8.1(e) - Clare Williams

Section 8.1(f) - Gary Honeyman

Section 8.1(g) - Tony K. Love, Rodney S. Carroll

Section 8.1(h) - Tony K. Love, Rodney S. Carroll, Gregory L. Pinker

EXHIBIT "S"

LIST OF RAILROAD PROJECTS WITH RESPECT TO BINGHAM ADDITIONAL PROPERTY AND OTHER LINES

Garfield Industrial Lead

Project #1 - Agreement will be terminated at Closing. UTA may request UDOT to provide equipment to UTA for installation

MP 14.41, DOT#254949C, 8000W

Signal Work: Install CW GCP 3000 (from UTA project)

Status: Authority to Construct 46414

Project #2 - Agreement will be assigned to UTA at Closing

MP 11.75 DOT#254955F, 6000W

Signal Work: Install lights and gates W/CW

Surface Work: Install new Insulated Concrete Crossing

Status – Signal: Estimate to Agency. Surface: Authority to Construct

In connection with Project #2, UP has completed signal crossing design work and has submitted an estimate to West Valley City. No agreement has been executed with respect to this work. UP shall provide UTA with the signal design plans, such plans to be provided with no representation or warranty on the part of UP that such plans comply with applicable governmental laws, rules, regulations or ordinances.

Project #3 - Agreement will be terminated at Closing. UTA may request UDOT to provide equipment to UTA for installation.

MP 2.34 DOT#254869J, 2200 W

Signal Work: Install CW GCP 3000 (Materials from UTA commuter rail project. UP to install materials)

Status: Authority to Construct

Bingham Industrial Lead

Project #4 - UP to complete this project. UTA to grant UP right of entry in the form provided under the Construction and Maintenance Agreement.

MP 4.77 DOT# 254985, 9000 S

Signal Work: Install new lights and gates

Surface Work: Install new insulated Concrete Crossing

Track Work: Install two 1000 foot run-arounds, remove west leg of wye

Closures: Close two crossings on Old Bingham Highway.

Status: Authority to Construct. All track work completed including crossing.

Project #5 - - Agreement will be terminated at Closing. UTA may request UDOT to provide equipment to UTA for installation.

MP 5.25, DOT#748296V, 4490W

Signal Work: Install CW GCP 3000 (from UTA project)

Status: Authority to Construct 46414

Bacchus Industrial Lead

Project #6 - Agreement will be assigned to UTA at Closing

MP 0.80 DOT#254954Y, 6000W

Signal Work: Install lights and gates W/CW

Surface Work: Install new Insulated Concrete Crossing

Status: Signal: Estimate to Agency. Surface: Authority to construct

SCHEDULE 3.3

None

SCHEDULE 3.6 - Assigned Leases and Assigned Other Agreements on Section 3.2 Properties, Section 3.4 Properties and Current NC Properties

RAIL LINE	AUDIT NUMBER	FOUNDER PROJECT NUMBER	PARTY NAME	CITY	MILEPOST	DESCRIPTION
DRGW	S017671	146166 263275	CLARK, R. M.	VALENCIA	755.20	Lease of Land for Agricultural Purposes
DRGW	S028727	262779	WASATCH COMMUNITY TELEVISION	WEST BOUNTIFUL	9999.99	Crossing - Private Roadway
DRGW	209036	175008 528128	PACIFICORP	CENTERVILLE	756.06	Crossing - Wireline
DRGW	S717698	156229 275064	KOCH MATERIALS COMPANY	WOODS CROSS	754.63	Trackage - Rental for Storage of Cars
DRGW	S016098	262930	AMOCO PIPELINE CO	WOODS CROSS	9999.99	Crossing - Private Roadway
N	214162	0183372 0569372	WOODS CROSS CITY CORPORATION	WOODS CROSS	753.62	Crossing Pipeline
N	S025775	0263647	BOUNTIFUL CITY OF	WOODS CROSS	9999.99	Crossing - Private Roadway
N	223814	0206746 0651172	UTAH OIL CO/AMOCO PIPELINE	WOODS CROSS		Crossing Pipeline
N	SPA9827	0468991	BOUNTIFUL CITY OF	WOODS CROSS		Wire
N	209704	0171256 0500679	CITY OF BOUNTIFUL	CENTERVILLE	756.02	Crossing - Wireline
N	206833	0169385 0198139	CENTERVILLE CITY CORPORATION	CENTERVILLE	756.03	Crossing Pipeline
N	206934	0170981 0500354	CENTERVILLE CITY CORPORATION	CENTERVILLE	756.76	Crossing Pipeline
N	206940	0169384 0198137	CENTERVILLE CITY CORPORATION	CENTERVILLE	756.76	Crossing Pipeline
Segment 3)						
DRGW	218339	191703 602322	ADESTA COMMUNICATIONS	SPANISH FORK	2.71	Crossing - Wireline
DRGW	220064	195212 617722	SIERRA PACIFIC COMMUNICATIONS	SPANISH FORK	2.71	Crossing - Wireline
DRGW	214843	186393 582721	QWEST CORPORATION	SPANISH FORK	3.35	Crossing - Wireline
DRGW	S028022	263625	STRAWBERRY ELECTRICAL SVC DIST	SPANISH FORK	9999.99	Crossing - Private Roadway
↓	S715725	0156285 0273338	SPANISH FORK CITY OF	SPANISH FORK	2.68	Crossing Pipeline
↓	S716088	0273606	SPANISH FORK UT, CITY OF	SPANISH FORK	2.68	Crossing Pipeline
↓	222125	0199237 0631877	SPANISH FORK CITY	SPANISH FORK	3.46	Crossing Pipeline
↓	133376	0067929 0005313	SPANISH FORK UT, CITY OF	SPANISH FORK	745.28	Crossing Pipeline
↓	LAC3451	0549705	UTAH COUNTY DRAINAGE DIST 1	SPANISH FORK	747.42	Crossing Pipeline
↓	S022273	0086982 0262464	SPANISH FORK UT, CITY OF	SPANISH FORK	9999.99	Crossing - Private Roadway
↓	S024363	0086983 0262465	SPANISH FORK UT, CITY OF	SPANISH FORK	9999.99	Crossing - Private Roadway
↓	S027590	0076795 0262466	SPANISH FORK UT, CITY OF	SPANISH FORK	9999.99	Crossing - Wireline
DRGW	S018330	145935 263139	SORENSEN, L	SPANISH FORK CITY	3.68	Lease
↓	208742	0165710 0195455	SPRINGVILLE CITY CORPORATION	SPRINGVILLE	1.56	Crossing Pipeline
↓	132131	0067646 0104784	SPRINGVILLE CITY CORPORATION	SPRINGVILLE	746.40	Crossing - Wireline
DRGW	214541	185184 574312	QUESTAR GAS COMPANY	PAYSON	12.09	Crossing Pipeline
DRGW	S716100	156164 273615	HIATT, W. DARRELL	PAYSON	13.01	Crossing Pipeline
DRGW	S716101	156165 273616	HIATT, W. DARRELL	PAYSON	13.01	Crossing Pipeline
DRGW	S014014	262968	STRAWBERRY ELECTRICAL SVC DIST	PAYSON	9999.99	Crossing - Private Roadway
↓	221179	0199678 0633542	QWEST CORPORATION	PAYSON	10.92	Crossing - Wireline
↓	203467	0162814 0192618	PAYSON CITY CORPORATION	PAYSON	11.89	Crossing - Wireline
↓	203466	0162815 0192619	PAYSON CITY CORPORATION	PAYSON	12.10	Crossing Pipeline
↓	S716449	0156162 0273879	PAYSON CITY CORPORATION	PAYSON	12.12	Crossing Pipeline
↓	S716450	0156163 0273880	PAYSON CITY CORPORATION	PAYSON	12.12	Crossing Pipeline
Segment 4)						
ASL	117665	586936	MOUNTAIN FUEL SUPPLY COMPANY	MOUNT	0.00	Crossing Pipeline
ASL	127558	583596	UTAH POWER & LIGHT COMPANY	MOUNT	0.00	Crossing - Wireline
ASL	A100197	556085	UTAH POWER & LIGHT COMPANY	MOUNT	0.00	Crossing - Wireline
ASL	A100539	556229	UTAH POWER & LIGHT COMPANY	MOUNT	0.00	Crossing - Wireline
ASL	A103882	616021	JESUS CHRIST OF LATTER DAY SAINTS	MOUNT	0.00	Crossing Pipeline

SCHEDULE 3.6 - Assigned Leases and Assigned Other Agreements on Section 3.2 Properties, Section 3.4 Properties and Current NC Properties

RAIL LINE	AUDIT NUMBER	OWNER/LEASEE	NUMBER	PARTY NAME	CITY	MILEPOST	DESCRIPTION
ASL	A106585		171341	UTAH POWER & LIGHT	MOUNT	0.00	Crossing - Private Roadway
ASL	A74050		605200	UTAH POWER & LIGHT COMPANY	MOUNT	0.00	Crossing - Wireline
ASL	A77169		605956	TINGEY, LEE	MOUNT	0.00	Crossing Pipeline
ASL	A79327		606644	UTAH POWER & LIGHT COMPANY	MOUNT	0.00	Crossing - Wireline
ASL	A88549		610247	MOUNTAIN FUEL SUPPLY COMPANY	MOUNT	0.00	Crossing Pipeline
ASL	A99220		614554	UTAH POWER & LIGHT COMPANY	MOUNT	0.00	Crossing - Wireline
ASL	LAC1982		549030	PROVO RESERVOIR CO	MOUNT	0.00	Crossing Pipeline
ASL	LAC3095		549529	WAT TIS-SAMUELS CO	MOUNT	0.00	Crossing Pipeline
ASL	210366		168431	PACIFIC WEST	MOUNT	0.00	Crossing - Private Roadway
ASL	171847		211491	PACIFICORP	MOUNT	774.93	Crossing - Private Roadway
✓	50537		0155545	MOUNTAIN STATES TELEPHONE & TE	MOUNT	774.98	Crossing - Wire Exhibit to Master
✓	A103577		0557566	UNITED STATES OF AMERICA	MOUNT	0.00	Crossing - Wireline
✓	A106541		0171322	UTAH, STATE OF	MOUNT	0.00	Lease of Land for Water Gauging Site
✓	LAC3134		0549542	UTAH STATE OF	MOUNT	0.00	Crossing - Private Roadway
ASL	66664		521211	GENERAL REFRACATORIES COMPANY	CUTLER	0.00	Crossing - Public Roadway
ASL	A78170		548412	GENERAL REFRACATORIES COMPANY	CUTLER	0.00	Industrial Track Agreement w/o Maint Chg
	104105		89158	JONES, JOYCE ANN	CUTLER	0.00	Crossing - Private Roadway
ASL	165551		442741	QWEST CORPORATION	CUTLER	711.05	Lease of Land for Agricultural Purposes
ASL	185007		71839	ELECTRIC LIGHTWAVE, INC	CUTLER	771.00	Crossing - Wire Exhibit to Master
✓	LAL9744		10534201	LEHI CITY	CUTLER	775.00	Encroachment - Wireline
✓	A103802		0067337	LEHI CITY CORPORATION	CUTLER	0.00	Crossing Pipeline
✓	A103774		0067203	LEHI CITY CORPORATION	CUTLER	770.70	Encroachment - Pipeline
ASL	102084		518754	UTAH POWER & LIGHT	CUTLER	771.61	Crossing - Wireline
ASL	A65401		603439	MOUNTAIN FUEL SUPPLY COMPANY	LEHI	0.00	Crossing - Wireline
ASL	A88912		610363	MOUNTAIN FUEL SUPPLY COMPANY	LEHI	0.00	Crossing Pipeline
ASL	LAC1058		548438	JAMES CARTER	LEHI	0.00	Crossing Pipeline
ASL	LAC1139		548601	LEHI IRRIGATION CO	LEHI	0.00	Crossing Pipeline
ASL	LAC2022		549047	UTAH LAKE IRRIGATION CO	LEHI	0.00	Crossing - Drainage/Irrigation Ditch
ASL	LAC460		547981	ALVA A GREEN	LEHI	0.00	Crossing Pipeline
ASL	LAC777		548198	PEOPLES CCOP INSTITUTION	LEHI	0.00	Crossing Pipeline
ASL	135293		68239	TCI OF INDIANA, INC	LEHI	0.00	Crossing Pipeline
ASL	178760		71673	QWEST CORPORATION	LEHI	0.04	Crossing - Wireline
ASL	A104654		67825	QUESTAR GAS COMPANY	LEHI	39.94	Crossing - Wire Exhibit to Master
ASL	A74662		61623	AMERICAN FORK IRRIGATION COMPA	LEHI	76.80	Crossing Pipeline
ASL	49495		56923	PECK, MAHLEN	LEHI	76.86	Crossing Pipeline
ASL	50575		50575	TCI OF INDIANA, INC.	LEHI	76.87	Crossing - Private Roadway
ASL	A49044		56820	PACIFICORP DBA	LEHI	77.01	Crossing - Wireline
ASL	208513		173484	QUESTAR GAS COMPANY	LEHI	77.01	Crossing - Wireline
ASL	217206		191207	ADESTA COMMUNICATIONS, INC.	LEHI	768.64	Crossing Pipeline
ASL	219052		195208	SIERRA PACIFIC COMMUNICATIONS	LEHI	768.85	Crossing - Wireline
ASL	217157		188156	GARY M. POWELL	LEHI	768.85	Crossing - Wireline
ASL	219226		193419	GARY POWELL AND ERICA POWELL	LEHI	769.16	Crossing - Private Roadway
ASL	50576		50576	TCI OF INDIANA, INC	LEHI	769.18	Encroachment - Pipeline
ASL	LAC3118		549538	UTAH POWER & LIGHT CO	LEHI	769.41	Crossing - Wireline
ASL	217571		191210	ADESTA COMMUNICATIONS, INC.	LEHI	770.10	Crossing - Wireline
ASL	220086		195207	SIERRA PACIFIC COMMUNICATIONS	LEHI	770.67	Crossing - Wireline
ASL	184565		50685	MOUNTAIN FUEL SUPPLY	LEHI	770.67	Crossing - Wireline
			50685		LEHI	771.05	Crossing Pipeline

SCHEDULE 3.6 - Assigned Leases and Assigned Other Agreements on Section 3.2 Properties, Section 3.4 Properties and Current NC Properties

RAILLINE	AUDIT NUMBER	ORDER REQUEST NUMBER	PARTY NAME	CITY	MILEPOST	DESCRIPTION
LASL	225931	208738	652737 PHEASANT POINTE DEVELOPMENT	LEHI	771.72	Crossing Pipeline
LASL	218176	191528	601323 ELECTRIC LIGHTWAVE INC.	LEHI	772.81	Encroachment - Wireline
LASL	188190	53397	172050 ELECTRIC LIGHTWAVE, INC.	LEHI	772.82	Crossing - Wireline
LASL	178690	59226	155087 QWEST CORPORATION	LEHI	772.83	Crossing - Wire Exhibit to Master
LASL	206053	167028	199733 QWEST CORPORATION	LEHI	774.94	Crossing - Wireline
LASL	206333	171117	500554 JACK B PARSON COMPANIES	LEHI	775.02	Crossing Pipeline
N	124766	0584949	LEHI CITY OF	LEHI	0.00	Crossing - Public Roadway
N	126957	0583893	LEHI CITY CORPORATION	LEHI	0.00	Crossing - Wireline
N	127973	0583144	LEHI CITY CORPORATION	LEHI	0.00	Crossing - Public Roadway
N	130728	0582073	LEHI CITY OF	LEHI	0.00	Crossing - Public Roadway
N	A102386	0556928	LEHI CITY, INC	LEHI	0.00	Crossing Pipeline
N	A98269	0523957	LEHI CITY OF	LEHI	0.00	Crossing - Public Roadway
N	LAC1296	0548729	LEHI CITY OF	LEHI	0.00	Crossing Pipeline
N	LAC6030	0550781	LEHI CITY OF	LEHI	0.00	Crossing - Wireline
N	LAL9160	0589187	LEHI CITY OF	LEHI	0.00	Crossing - Wireline
V	83254	0061610	0123024 UTAH STATE ROAD COMMISSION	LEHI	76.90	Crossing - Public Roadway
V	73824	0073824	0121939 LEHI CITY CORPORATION	LEHI	76.92	Crossing Pipeline
V	82770	0061613	0122960 LEHI, THE CITY OF	LEHI	76.96	Crossing - Wireline
V	80896	0061466	0122743 LEHI, CITY OF	LEHI	77.06	Crossing Pipeline
V	20563	0197117	0623772 UTAH DEPARTMENT OF TRANSPORTATION	LEHI	768.45	Crossing - Public Roadway
V	222007	0202338	0638394 UTAH DEPARTMENT OF TRANSPORTATION	LEHI	768.45	Crossing Pipeline
V	222471	0203343	0641794 UTAH DEPARTMENT OF TRANSPORTATION	LEHI	768.45	Crossing - Wireline
V	147246	0042402	0111598 LEHI CITY CORPORATION	LEHI	768.64	Crossing Pipeline
V	172181	0042887	0148106 LEHI CITY CORPORATION	LEHI	769.10	Consent Pipeline Crossing in Public ROW
V	147834	0059466	0112203 LEHI CITY CORPORATION	LEHI	769.20	Consent Pipeline Crossing in Public ROW
V	148638	0050909	0113026 LEHI CITY CORPORATION	LEHI	769.51	Crossing Pipeline
V	148639	0050908	0113027 LEHI CITY CORPORATION	LEHI	769.60	Encroachment - Pipeline
V	173457	0042889	0149424 LEHI CITY CORPORATION	LEHI	769.85	Crossing Pipeline
V	LAC3135	0549543	LEHI CITY OF	LEHI	770.60	Crossing Pipeline
V	148637	0050916	0113025 LEHI CITY CORPORATION	LEHI	771.00	Encroachment - Pipeline
V	208785	0078082	0515718 LEHI CITY	LEHI	771.10	Crossing Pipeline
V	176104	0812008	0152258 LEHI CITY CORPORATION	LEHI	771.25	Encroachment - Drainage Agreement
V	221654	0201471	10636401 LEHI POWER	LEHI	771.72	Crossing - Wireline
V	220981	0195984	0620638 LEHI CITY CORPORATION	LEHI	772.91	Crossing Pipeline
V	221003	0195983	0620637 LEHI CITY CORPORATION	LEHI	772.93	Crossing Pipeline
ASL	129147	582637	UTAH POWER & LIGHT COMPANY	AMERICAN FORK	0.00	Crossing - Wireline
ASL	A57033	602173	NILSSON, A.C.	AMERICAN FORK	0.00	Crossing Pipeline
ASL	A80353	607026	UTAH POWER & LIGHT COMPANY	AMERICAN FORK	0.00	Crossing - Wireline
ASL	LAC3917	549777	UTAH POWER & LIGHT CO	AMERICAN FORK	0.00	Crossing - Wireline
ASL	131469	67503	104628 TCI OF INDIANA, INC.	AMERICAN FORK	75.66	Crossing - Wireline
ASL	132135	67655	104787 TCI OF INDIANA, INC.	AMERICAN FORK	76.39	Crossing - Wireline
ASL	A106757	42728	4720 PACIFICORP DBA	AMERICAN FORK	76.58	Crossing - Wireline
ASL	132132	67645	104785 TCI OF INDIANA, INC	AMERICAN FORK	76.61	Crossing - Wireline
ASL	139991	68648	106135 FARNSWORTH, WALTER	AMERICAN FORK	76.74	Crossing - Private Roadway
ASL	A105836	68233	4212 TCI OF INDIANA, INC.	AMERICAN FORK	76.77	Crossing - Wireline

SCHEDULE 3.6 - Assigned Leases and Assigned Other Agreements on Section 3.2 Properties, Section 3.4 Properties and Current NC Properties

RAIL LINE	AUDIT NUMBER	ORDER PROJECT NUMBER	PARTY NAME	CITY	MILEPOST	DESCRIPTION
LASL	183735	64292 161801	PACIFICORP DBA UTAH POWER & L	AMERICAN FORK	764.00	Crossing - Wire Exhibit to Master
LASL	213567	183866 571018	AIRSWITCH	AMERICAN FORK	764.17	Crossing - Wireline
LASL	176952	56301 153235	PACIFICORP	AMERICAN FORK	764.49	Crossing - Wire Exhibit to Master
LAC5629		550440	UTAH POWER & LIGHT CO	AMERICAN FORK	765.03	Crossing - Wireline
LASL	178166	59227 154496	QWEST CORPORATION	AMERICAN FORK	765.08	Crossing - Wire Exhibit to Master
LASL	206840	45228 199333	ELECTRIC LIGHTWAVE, INC	AMERICAN FORK	765.63	Crossing - Wireline
LASL	214046	96581 1575642	AIRSWITCH	AMERICAN FORK	765.64	Crossing - Wireline
LASL	A106379	63066 4524	PACIFICORP	AMERICAN FORK	765.75	Crossing - Wireline
LASL	209682	174761 525213	PACIFICORP (UTAH POWER & LIGHT COMPANY)	AMERICAN FORK	765.80	Crossing - Wireline
LASL	214259	183865 571017	AIRSWITCH	AMERICAN FORK	765.84	Crossing - Wireline
LASL	213072	179833 566435	AIRSWITCH	AMERICAN FORK	766.22	Crossing - Wireline
ASL	138801	50251 106044	PACIFICORP	AMERICAN FORK	766.35	Crossing - Wireline
ASL	218312	193240 609615	BURNINGHAM ENTERPRISES, INC.	AMERICAN FORK	766.60	Industrial Track Agreement w/o Maint Chg
ASL	131681	67448 104682	LASLUPRRCO	AMERICAN FORK	766.63	Crossing - Public Roadway
ASL	213030	179855 568436	AIRSWITCH	AMERICAN FORK	767.03	Crossing - Wireline
ASL	142343	106547	HADFIELD, JAMES H.	AMERICAN FORK	767.16	Crossing - Private Roadway
ASL	213035	179614 568433	AIRSWITCH	AMERICAN FORK	767.18	Crossing - Wireline
ASL	214045	185241 574333	AT&T CABLE SERVICES	AMERICAN FORK	767.37	Crossing - Wireline
ASL	167752	808868 142031	BATEMAN STANLEY W	AMERICAN FORK	767.47	Crossing - Private Roadway
ASL	213565	183844 570996	AIRSWITCH	AMERICAN FORK	767.61	Crossing - Wireline
ASL	174204	57670 150199	PACIFICORP	AMERICAN FORK	767.62	Crossing - Wire Exhibit to Master
ASL	174487	57764 150468	CENTENNIAL ENGINEERING INC.	AMERICAN FORK	767.64	Crossing - Wireline
ASL	179644	59250 156283	TCI OF INDIANA, INC	AMERICAN FORK	767.64	Crossing - Wireline
ASL	150929	45517 115386	PACIFICORP	AMERICAN FORK	767.82	Consent Wire Crossing in Public ROW
ASL	159494	43939 133411	INSIGHT COMMUNICATIONS CO, L.	AMERICAN FORK	767.82	Consent Wire Crossing in Public ROW
ASL	150930	45518 115387	PACIFICORP	AMERICAN FORK	768.06	Consent Wire Crossing in Public ROW
ASL	159493	43940 133410	TCI OF INDIANA, INC	AMERICAN FORK	768.06	Consent Wire Crossing in Public ROW
ASL	214035	185242 574334	AT&T CABLE SERVICES	AMERICAN FORK	768.07	Crossing - Wireline
ASL	201061	59684 189326	TIMPANOGOS SPECIAL SERVICES DISTRICT	AMERICAN FORK	768.13	Crossing Pipeline
ASL	159492	43941 133409	TCI OF INDIANA, INC	AMERICAN FORK	768.38	Consent Wire Crossing in Public ROW
ASL	154120	46650 127584	PACIFICORP	AMERICAN FORK	768.43	Consent Wire Crossing in Public ROW
		0586053	AMERICAN FORK CITY OF	AMERICAN FORK	0.00	Crossing Pipeline
		0585472	AMERICAN FORK CITY	AMERICAN FORK	0.00	Crossing Pipeline
		0584055	AMERICAN FORK CITY CORPORATION	AMERICAN FORK	0.00	Crossing Pipeline
		0548331	UTAH COUNTY LIGHT & POWER CO	AMERICAN FORK	0.00	Crossing Pipeline
		0534105	AMERICAN FORK CITY	AMERICAN FORK	0.00	Crossing Pipeline
		0170306 0199062	UTAH DEPARTMENT OF TRANSPORTATION	AMERICAN FORK	761.82	Crossing Pipeline
		0170103 0198739	UTAH DEPARTMENT OF TRANSPORTATION	AMERICAN FORK	761.90	Crossing Pipeline
		0170104 0198740	UTAH DEPARTMENT OF TRANSPORTATION	AMERICAN FORK	762.34	Crossing Pipeline
		0175541 0528547	AMERICAN FORK CITY	AMERICAN FORK	764.75	Crossing Pipeline
		0175542 0528548	AMERICAN FORK CITY	AMERICAN FORK	764.81	Crossing Pipeline
		0201672 0637396	TCI CABLEVISION OF UTAH, INC.	AMERICAN FORK	766.22	Crossing - Wireline
		0189404 0594115	AMERICAN FORK CITY	AMERICAN FORK	766.92	Crossing Pipeline
		0163630 0193528	AMERICAN FORK CITY CORPORATION	AMERICAN FORK	767.87	Crossing Pipeline
ASL	120230	194677 586237	GLOBAL OF UTAH	PLEASANT GROVE	0.00	Industrial Track Agreement w/o Maint Chg
ASL	121234	585900	HONE, MERRILL	PLEASANT GROVE	0.00	Crossing - Private Roadway
ASL	122266	585662	TURLEY, MELVIN	PLEASANT GROVE	0.00	Encroachment - Drainage Agreement

SCHEDULE 3.6 - Assigned Leases and Assigned Other Agreements on Section 3.2 Properties, Section 3.4 Properties and Current NC Properties

RAIL LINE	AUDIT NUMBER	ORDER PROJECT NUMBER	PARTY NAME	CITY	MILEPOST	DESCRIPTION
LASL	A103237	67041	NORWALK CABLE TELEVISION CONSTRUCTION	PLEASANT GROVE	0.00	Crossing - Wireline
LASL	A131496	616761	ACTON CATV INC.	PLEASANT GROVE	0.00	Crossing - Wireline
LASL	A52725	601789	PLEASANT GROVE CANNING COMPANY	PLEASANT GROVE	0.00	Crossing Pipeline
LASL	A60637	602606	WRIGHT, W.H.	PLEASANT GROVE	0.00	Crossing Pipeline
LASL	A61576	602678	UTAH POWER & LIGHT COMPANY	PLEASANT GROVE	0.00	Crossing - Wireline
LASL	A92496	552756	UTAH POWER & LIGHT COMPANY	PLEASANT GROVE	0.00	Crossing - Wireline
LASL	A97533	613571	MOUNTAIN FUEL SUPPLY COMPANY	PLEASANT GROVE	0.00	Crossing Pipeline
LASL	A99306	614674	MOUNTAIN FUEL SUPPLY COMPANY	PLEASANT GROVE	0.00	Crossing Pipeline
LASL	206839	45227	ELECTRIC LIGHTWAVE, INC	PLEASANT GROVE	763.10	Crossing - Wireline
LASL	206994	172143	QWEST CORPORATION	PLEASANT GROVE	763.11	Crossing - Wireline
LASL	214414	97889	AT&T CABLE SERVICES (TCI)	PLEASANT GROVE	763.52	Crossing - Wireline
LASL	131495	67504	TCI OF INDIANA, INC.	PLEASANT GROVE	763.53	Crossing - Wireline
LASL	213590	183841	AIRSWITCH	PLEASANT GROVE	763.91	Crossing - Wireline
LASL	213563	183867	AIRSWITCH	PLEASANT GROVE	763.97	Crossing - Wireline
LASL	214417	184928	AT&T CABLE SERVICES	PLEASANT GROVE	763.98	Crossing - Wireline
LASL	214034	96580	AIRSWITCH	PLEASANT GROVE	763.99	Crossing - Wireline
LASL	205545	166373	NORTHSTAR MULTIMEDIA COMMUNICATIONS, INC.	PLEASANT GROVE	764.50	Crossing - Wireline
LASL	133726	68000	QUESTAR GAS COMPANY	PLEASANT GROVE	764.51	Crossing Pipeline
LASL	213568	183842	AIRSWITCH	PLEASANT GROVE	764.51	Crossing - Wireline
LASL	214695	185818	QWEST CORPORATION	PLEASANT GROVE	764.52	Crossing - Wireline
LASL	173803	58933	TCI OF INDIANA, INC.	PLEASANT GROVE	764.77	Crossing - Wireline
LASL	120393	0586264	PLEASANT GROVE CITY CORPORATION	PLEASANT GROVE	0.00	Crossing Pipeline
LASL	120504	0586117	PLEASANT GROVE CITY CORPORATION	PLEASANT GROVE	0.00	Crossing Pipeline
LASL	127989	0583154	PLEASANT GROVE CITY CORPORATION	PLEASANT GROVE	0.00	Crossing Pipeline
LASL	LAL7805	0589009	PLEASANT GROVE CITY	PLEASANT GROVE	0.00	Crossing Pipeline
LASL	206987	0058488	UTAH DEPARTMENT OF TRANSPORTATION	PLEASANT GROVE	761.53	Encroachment - Pipeline
LASL	47612	0056813	UTAH STATE ROAD COMMISSION	PLEASANT GROVE	763.00	Encroachment - Pipeline
LASL	221459	0201675	TCI CABLEVISION OF UTAH INC.	PLEASANT GROVE	763.10	Crossing - Wireline
LASL	213892	179570	PLEASANT GROVE CITY CORPORATION	PLEASANT GROVE	763.52	Pipeline
LASL	132127	0067647	PLEASANT GROVE, CITY OF	PLEASANT GROVE	763.98	Crossing Pipeline
LASL	169142	0044477	PLEASANT GROVE CITY CORPORATION	PLEASANT GROVE	764.02	Consent Pipeline Crossing in Public ROW
LASL	LAC3236	549584	UTAH IDAHO SUGAR CO	HARDY	0.00	Crossing Pipeline
LASL	214413	95791	AIRSWITCH	HARDY	761.84	Crossing - Wireline
LASL	148717	194676	UTAH PACIFIC BRIDGE & STEEL LT	HARDY	762.30	Industrial Track Agreement w/o Maint Chg
LASL	A105923	68324	QUESTAR GAS COMPANY	HARDY	762.40	Crossing Pipeline
LASL	116475	0587217	UTAH, STATE OF	HARDY	0.00	Crossing Pipeline
LASL	124754	0584942	LINDON CITY CORPORATION	HARDY	0.00	Crossing Pipeline
LASL	A101181	0530558	MOUNTAIN STATES TELEPHONE	HARDY	0.00	Crossing - Wireline
LASL	101282	0063301	UTAH COUNTY	HARDY	761.60	Crossing - Public Roadway
LASL	A105870	0068254	LINDON CITY CORPORATION	HARDY	762.00	Crossing Pipeline
LASL	A105871	0068255	LINDON CITY CORPORATION	HARDY	762.00	Crossing Pipeline
LASL	148598	0050935	LINDON CITY CORPORATION	HARDY	861.59	Consent Pipeline Crossing in Public ROW
LASL	118779	586583	UTAH POWER & LIGHT COMPANY	GATEX	0.00	Crossing - Wireline
LASL	80590	61461	GATX RAIL CORPORATION	GATEX	756.00	Trackage - Rental for Storage of Cars

SCHEDULE 3.6 - Assigned Leases and Assigned Other Agreements on Section 3.2 Properties, Section 3.4 Properties and Current NC Properties

RAIL LINE	AUDIT NUMBER	ROPER PROJECT NUMBER	PARTY NAME	CITY	MILEPOST	DESCRIPTION
ASL	200167	0058280 0186324	OREM UTAH CITY OF	GATEX	757.22	Crossing Pipeline
ASL	202258	0058281 0192139	OREM CITY OF	GATEX	757.22	Crossing Pipeline
ASL	218828	194361 614853	WEST CORPORATION	SPRINGVILLE	1.61	Crossing - Wireline
ASL	206572	171850 501320	PACIFICORP	OREM	757.21	Crossing - Wireline
ASL	121443	585824	COMMUNITY TELEVISION OF UTAH, INC.	PROVO	0.00	Crossing - Wireline
ASL	48030-2	119588	LA&SLUPRR	PROVO	0.00	Encroachment - Pipeline
ASL	A102602	556994	SUMNER CONSTRUCTION COMPANY, INC.	PROVO	0.00	Crossing Pipeline
ASL	A65827	603493	MOUNTAIN FUEL SUPPLY COMPANY	PROVO	0.00	Crossing Pipeline
ASL	A87934	609891	REED & SUMSION	PROVO	0.00	Crossing Pipeline
ASL	A91474	552580	DENVER & RIO GRANDE WESTERN RAILROAD	PROVO	0.00	Crossing - Private Roadway
ASL	LAC1926	548973	UTAH VALLEY GAS & POWER CO	PROVO	0.00	Crossing - Wireline
ASL	LAC2135	549135	UTAH IDAHO SUGAR CO	PROVO	0.00	Crossing Pipeline
ASL	LAC2433	549282	UTAH VALLEY GAS & COKE CO	PROVO	0.00	Crossing Pipeline
ASL	LAC5098	550257	UTAH PUBLIC SERVICE COMMISSION	PROVO	0.00	Crossing - Public Roadway
ASL	A92375	89404 11264	BACKMAN FOUNDRY	PROVO	75.31	Lease for Storage and Handling
ASL	166981	44190 141520	QUESTAR GAS COMPANY	PROVO	751.91	Consent Pipeline Crossing in Public ROW
ASL	A64681	89353 7049	BACKMAN FOUNDRY	PROVO	752.71	Lease of Land for Storage and Handling
ASL	191063	57089 182170	NEXLINK OF UTAH, LLC	PROVO	752.93	Crossing - Wireline
ASL	217572	191335 600603	ADESTA COMMUNICATIONS, INC	PROVO	755.01	Crossing - Wireline
ASL	220085	195210 617720	SIERRA PACIFIC COMMUNICATIONS	PROVO	755.01	Crossing - Wireline
ASL	LAC8353	52361 123056	QUESTAR GAS COMPANY	PROVO	769.82	Crossing Pipeline
ASL	170054	44558 145184	QUEST CORPORATION	PROVO	999.00	Crossing - Wire Exhibit to Master
	121516	0585849	PROVO CITY CORPORATION	PROVO	0.00	Crossing - Wireline
	129748	0582546	PROVO CITY OF	PROVO	0.00	Crossing Pipeline
	A100241	0615069	MOUNTAIN STATES TELEPHONE & TELEGRAPH CO.	PROVO	0.00	Crossing - Wireline
	216143	0186214 0582191	PROVO CITY CORPORATION	PROVO	754.42	Crossing - Public Roadway
Sugarhouse Branch						
	213833	184215 571533	PACIFICORP, DBA UTAH POWER & LIGHT COMPANY	ROPER	0.24	Crossing - Wire Exhibit to Master
	S024351	0263338	SOUTH SALT LAKE CITY OF	ROPER	9999.99	Crossing - Private Roadway
	S019938	262882	OTTO BUEHNER & COMPANY	SUGAR HOUSE	9999.99	Crossing - Private Roadway
	S711868	146215 263809	HATUPIS ENTERPRISES	SUGAR HOUSE	1.17	Lease of Land for Public/Private Parking
	223702	0203637 0642656	CITY OF WEST JORDAN	WEST JORDAN	1.02	Crossing Pipeline
	205528	0093894 0185171	UTAH DEPARTMENT OF TRANSPORTATION	WEST JORDAN	1.80	Encroachment - Pipeline
	223212	0188177 0589345	WEST JORDAN CITY OF	WEST JORDAN	4.82	Crossing Pipeline
	208053	0168919 0197719	CITY OF SOUTH JORDAN	WEST JORDAN	730.51	Crossing Pipeline
	202753	162331 192054	GRANITE FURNITURE COMPANY	SALT LAKE CITY	2.60	Lease of Land for Public/Private Parking
	218141	193024 608600	MFN OF UTAH LLC	SALT LAKE CITY	2.36	Crossing - Wireline
			ZELLERBACH, A DIVISION OF INTERNATIONAL PAPER COMPANY	SALT LAKE CITY	1.56	Lease of Land for Public/Private Parking
	SPX0656	146216 263802	COMPANY	SALT LAKE CITY	1.00	Lease of Land for Industrial Purposes
	S713452	145931 263716	BURTON LUMBER AND HARDWARE COMPANY	SALT LAKE CITY	0.18	Crossing - Wireline
	217794	161068 190694	U S WEST COMMUNICATIONS, INC.	SALT LAKE CITY	9999.99	Crossing - Private Roadway
	S017336	262881	BUEHNER, OTTO AND COMPANY	FOREST DALE		

SCHEDULE 3.6 - Assigned Leases and Assigned Other Agreements on Section 3.2 Properties, Section 3.4 Properties and Current NC Properties

RAIL LINE	ADDITIONAL NUMBER	ORDER PROJECT NUMBER	PARTY NAME	CITY	MILEPOST	DESCRIPTION
N	SPY9939	436376	SALT LAKE COUNTY SEWERAGE IMPROVEMENT	PROLER STEEL		None
N	210429	0176356	UTAH DEPARTMENT OF TRANSPORTATION	SALT LAKE CITY	0.32	Crossing - Wireline
N	210424	0176357	UTAH DEPARTMENT OF TRANSPORTATION	SALT LAKE CITY	0.51	Crossing - Wireline
(Bingham Branch)						
JRGW	213317	181437	QWEST CORPORATION	WEST JORDAN	6.84	Crossing - Wireline
JRGW	215469	188601	PACIFICORP	WEST JORDAN	7.04	Crossing - Wireline
JRGW	214238	178819	PACIFICORP	WEST JORDAN	7.57	Crossing - Wireline
JRGW	S024524	262888	KENNECOTT UTAH COPPER CORP	MIDVALE	9999.99	Crossing - Private Roadway
JRGW	SPY9940	0436377	SALT LAKE COUNTY SEWERAGE IMPROVEMENT	BAGLEY	7.66	Crossing - Pipeline
JRGW	241307	239770	SOUTHERN JORDAN CITY CORPORATION	WEST JORDAN	7.90	Crossing - Pipeline
JRGW	237281	233519	WEST JORDAN CITY OF	WEST JORDAN	6.60	Crossing - Pipeline
JRGW	233622	226324	KENNECOTT LAND RESIDENTIAL DEVELOPMENT CO.	BAGLEY	7.43	Crossing - Pipeline

ASSIGNED LEASES AND OTHER AGREEMENTS ON SECTION 3.4 PROPERTIES

Segment 2)						
JRGW	119759	586270	MOUNTAIN FUEL SUPPLY COMPANY	SALT LAKE CITY	0.00	Crossing Pipeline
JRGW	211802	167585	SWIRE COCA-COLA	SALT LAKE CITY	727.75	Encroachment - Pipeline
JRGW	209112	172877	QWEST CORPORATION	SALT LAKE CITY	732.72	Crossing - Wireline
JRGW	218200	161086	QUESTAR GAS COMPANY	SALT LAKE CITY	738.50	Pipeline
JRGW	209734	83499	PACIFICORP	SALT LAKE CITY	739.90	Crossing - Wireline
JRGW	205567	169902	PACIFICORP, DBA UTAH POWER & LIGHT COMPANY	SALT LAKE CITY	740.26	Crossing - Wire Exhibit to Master
JRGW	219450	194728	MCI WORLD COM NETWORK SERVICES, INC.	SALT LAKE CITY	743.07	Crossing - Wireline
JRGW	205656	44749	NEXLINK OF UTAH, LLC	SALT LAKE CITY	743.08	Crossing - Wireline
JRGW	205866	47998	NEXLINK OF UTAH, LLC	SALT LAKE CITY	743.59	Crossing - Wireline
JRGW	202608	162917	TCI CABLEVISION OF UTAH, INC.	SALT LAKE CITY	744.00	Crossing - Wireline
JRGW	S028033	173638	H CORP.	SALT LAKE CITY	744.23	Crossing - Private Roadway
JRGW	217176	190955	MCI WORLD COM NETWORK SERVICES INC.	SALT LAKE CITY	744.33	Crossing - Wireline
JRGW	202229	162285	PACIFICORP	SALT LAKE CITY	744.92	Crossing - Wire Exhibit to Master
JRGW	211578	179469	WILLIAMS COMMUNICATIONS INC.	SALT LAKE CITY	745.27	Crossing - Wireline
JRGW	217595	192224	MEN OF UTAH, LLC	SALT LAKE CITY	745.27	Crossing - Wireline
JRGW	211574	179471	WILLIAMS COMMUNICATIONS INC.	SALT LAKE CITY	745.35	Crossing - Wireline
JRGW	217643	192223	MEN OF UTAH, LLC	SALT LAKE CITY	745.35	Crossing - Wireline
JRGW	214055	184931	PACIFICORP	SALT LAKE CITY	745.41	Crossing - Wireline
JRGW	214082	184929	PACIFICORP	SALT LAKE CITY	745.41	Crossing - Wireline
JRGW	214086	184930	PACIFICORP	SALT LAKE CITY	745.41	Crossing - Wireline
JRGW	169570	44512	ELECTRIC LIGHTWAVE, INC.	SALT LAKE CITY	783.05	Consent Wire Crossing in Public ROW
JRGW	S028218	263075	TCI CABLEVISION OF UTAH	SALT LAKE CITY	9999.99	Crossing - Private Roadway
JRGW	207164	94492	PACIFICORP	SALT LAKE CITY		Crossing - Wireline
JRGW	209486	169032	QWEST CORPORATION	SALT LAKE CITY		Crossing - Wireline
JRGW	205365	0167046	UTAH DEPARTMENT OF TRANSPORTATION	SALT LAKE CITY	730.86	Crossing Pipeline
JRGW	222776	0202341	G.O.K. PROPERTIES, L.L.C.	SALT LAKE CITY	730.92	Crossing - Wireline
JRGW	221522	0200593	AMERICAN FIBER SYSTEMS	SALT LAKE CITY	738.89	Crossing - Wireline

SCHEDULE 3.6 - Assigned Leases and Assigned Other Agreements on Section 3.2 Properties, Section 3.4 Properties and Current NC Properties

RAIL LINE	AUDIT NUMBER	FOUNDER/PROJECT NUMBER	PARTY NAME	CITY	MILEPOST	DESCRIPTION
N	209116	0076781 0514749	UTAH DEPARTMENT OF TRANSPORTATION	SALT LAKE CITY	739.81	Crossing - Wireline
N	206599	0170334 0199089	UTAH DEPARTMENT OF TRANSPORTATION	SALT LAKE CITY	740.33	Crossing Pipeline
N	202551	0162282 0191996	SALT LAKE CITY CORPORATION	SALT LAKE CITY	744.19	Crossing Pipeline
N	220989	0199604 0633321	TOUCH AMERICA INC	SALT LAKE CITY	744.26	Crossing - Wireline
N	220994	0199605 0633323	AT&T CORP	SALT LAKE CITY	744.26	Crossing - Wireline
N	220774	0199267 0632048	ADISTA COMMUNICATIONS INC	SALT LAKE CITY	744.33	Crossing - Wireline
N	201945	0160900 0190502	UTAH DEPARTMENT OF TRANSPORTATION	SALT LAKE CITY	744.33	Crossing - Wireline
N	201947	0160901 0190503	UTAH DEPARTMENT OF TRANSPORTATION	SALT LAKE CITY	745.24	Crossing - Wireline
N	207390	0170329 0199084	UTAH DEPARTMENT OF TRANSPORTATION	SALT LAKE CITY	745.24	Crossing - Wireline
N	207471	0172649 0505646	SALT LAKE CITY CORPORATION	SALT LAKE CITY	745.24	Crossing Pipeline
JRGW	S716541	156209 273998	PHOENIX FIBERLINK, INC	ROPER	743.07	Consent Pipeline Crossing in Public ROW
JRGW	S716542	156210 273999	PHOENIX FIBERLINK, INC	ROPER	743.07	Wire
JRGW	S716287	156211 273780	ELECTRIC LIGHTWAVE	ROPER	743.08	Wire
JRGW	S716288	156212 273781	ELECTRIC LIGHTWAVE	ROPER	743.08	Wire
JRGW	S716545	156215 274002	PHOENIX FIBERLINK, INC.	ROPER	743.10	Wire
N	217555	0191535 0601358	UTAH DEPARTMENT OF TRANSPORTATION	ROPER	742.49	Crossing Pipeline
N	211582	0177645 0543115	UTAH DEPARTMENT OF TRANSPORTATION	ROPER	742.50	Encroachment - Pipeline
N	218455	192909 607042	TROJAN ROOFING CO.	FIRECLAY	739.50	Lease of Land for Public/Private Parking
JRGW	220524	198234 627961	QUESTAR GAS COMPANY	MURRAY	736.12	Crossing Pipeline
JRGW	212939	182586 565463	QWEST CORPORATION	MURRAY	736.71	Crossing - Wireline
JRGW	210655	177321 540431	TCI CABLEVISION OF UTAH INC	MURRAY	738.87	Crossing - Wireline
JRGW	212158	177320 540428	TCI CABLEVISION OF UTAH INC	MURRAY	738.87	Crossing - Wireline
JRGW	203225	163080 192914	ELECTRIC LIGHTWAVE, INC.	MURRAY	738.90	Crossing - Wireline
N	121558	0565853	MURRAY CITY CORPORATION	MURRAY	0.00	Crossing Pipeline
N	208558	0078993 0516100	MURRAY CITY CORPORATION	MURRAY	738.19	Crossing Pipeline
N	220717	0196635 0621659	MURRAY CITY POWER DEPARTMENT	MURRAY	738.41	Crossing - Wireline
N	S028501	0262449	MURRAY CITY CORPORATION	MURRAY	9999.99	Crossing - Private Roadway
N	S028594	0262450	MURRAY CITY CORPORATION	MURRAY	9999.99	Crossing - Private Roadway
N	SPX1200	0262448	MURRAY CITY CORPORATION	MURRAY	9999.99	Crossing - Private Roadway
N	SPY9788	0436218	MURRAY CITY CORPORATION	MURRAY	9999.99	Crossing - Private Roadway
N	119816	0586292	MURRAY CITY CORPORATION	MURRAY	9999.99	Pipeline
N	121757	0585879	MURRAY CITY CORPORATION	PALLAS	0.00	Crossing - Wireline
N	S719424	0155899 0277950	SANDY CITY DEPT WORKS	PALLAS	0.00	Crossing - Wireline
N	S719425	0277951	SANDY CITY DEPT WORKS	MIDVALE	732.37	Pipeline
N	211581	0177723 0543626	UTAH DEPARTMENT OF TRANSPORTATION	MIDVALE	732.37	Pipeline
N	222449	0203708 0642931	QWEST CORPORATION	MIDVALE	733.05	Crossing Pipeline
N	209114	0172614 0505645	UTAH DEPARTMENT OF TRANSPORTATION	MIDVALE	734.81	Crossing - Wire Exhibit to Master
N	205413	0165885 0195582	UTAH DEPARTMENT OF TRANSPORTATION	MIDVALE	735.81	Crossing Pipeline
RGW	200172	157858 186496	PACIFICORP	MIDVALE	730.33	Crossing - Wireline
RGW	202189	157935 186639	PACIFICORP	MIDVALE	730.50	Crossing - Wireline
RGW	201962	160862 190442	PACIFICORP	MIDVALE	730.85	Crossing - Wireline
RGW	201871	160863 190443	PACIFICORP	MIDVALE	730.91	Crossing - Wireline
RGW	201255	160636 190172	QWEST CORPORATION	MIDVALE	731.80	Crossing - Wireline
RGW	202049	160864 190444	PACIFICORP	MIDVALE	732.88	Wire, Subagreement
RGW	205020	169340 198102	PACIFICORP	MIDVALE	732.90	Crossing - Wire Exhibit to Master
RGW	201909	161644 191290	PACIFICORP	MIDVALE	735.15	Wire, Subagreement
RGW	202000	160861 190441	PACIFICORP	MIDVALE	735.15	Crossing - Wire Exhibit to Master

SCHEDULE 3.6 - Assigned Leases and Assigned Other Agreements on Section 3.2 Properties, Section 3.4 Properties and Current NC Properties

RAIL LINE	AUDIT NUMBER	ORDER PROJECT NUMBER	PART NAME	CITY	MILEPOST	DESCRIPTION
DRGW	216792	190281	597629	PACIFICORP DBA UTAH POWER & LIGHT COMPANY	BLUFFDALE	Crossing - Wireline
DRGW	219066	179405	549401	JORDAN VALLEY WATER CONSERVANCY DISTRICT	BLUFFDALE	Crossing Pipeline
DRGW	S716801	155894	274200	ELECTRIC LIGHTWAVE INC.	RIVERTON	Wire
DRGW	S716802	155895	274201	ELECTRIC LIGHTWAVE INC.	RIVERTON	Wire
DRGW	S716842	155896	274233	DRAPER INDUSTRIAL PARK, L.C.	RIVERTON	Pipeline
DRGW	S716843	155898	274234	DRAPER INDUSTRIAL PARK, L.C.	RIVERTON	Pipeline
DRGW	S719336	155898	263197	UTAH POWER DBA PACIFICORP	RIVERTON	Wire
DRGW	203338	165068	194819	PACIFICORP	RIVERTON	Crossing - Wire Exhibit to Master
DRGW	211858	180010	555345	QWEST CORPORATION	RIVERTON	Crossing - Wireline
DRGW	S029044	262883		TCI CABLEVISION OF UTAH, INC.	RIVERTON	Crossing - Private Roadway
				SALT LAKE COUNTY SEWERAGE IMPROVEMENT DIST#7		
	S717357	0155890	0274795	SALT LAKE COUNTY SEWERAGE IMPROVEMENT DIST#7	RIVERTON	Pipeline
				SALT LAKE COUNTY SEWERAGE IMPROVEMENT DIST#1		
	S717358	0155891	0274796	DRAPER, CITY OF	RIVERTON	Pipeline
	S716754	0155892	0274158	DRAPER, CITY OF	RIVERTON	Pipeline
	S716755	0155893	0274159	DRAPER, CITY OF	RIVERTON	Pipeline
	200433	0058899	0188269	CITY OF DRAPER	RIVERTON	Crossing Pipeline
	SPY9933	0436368		CITY OF SOUTH JORDAN	RIVERTON	Pipeline
				SALT LAKE COUNTY SEWERAGE IMPROVEMENT DISTRICT #1		
IRGW	203557	0164470	0194224	NEXTLINK	RIVERTON	Crossing Pipeline
IRGW	217030	191393	600773	TCI CABLEVISION OF UTAH, INC	SANDY	Crossing - Wireline
IRGW	209553	176032	530071	PACIFICORP	SANDY	Crossing - Wireline
IRGW	17957	86294	521882	ACTON CATV, INC.	SANDY	Wire, Master
IRGW	SPA9835	173575	263676	TCI OF INDIANA, INC.	SANDY	Wire
IRGW	S028702	0184050	0571226	SANDY CITY CORPORATION	SANDY	Crossing - Private Roadway
	214349	189862	596502	ADESTA COMMUNICATIONS, INC.	DRAPER	Crossing Pipeline
IRGW	216856	193212	609532	SIERRA PACIFIC COMMUNICATIONS	DRAPER	Crossing - Wireline
IRGW	220350	163538	193429	QWEST CORPORATION	DRAPER	Crossing - Wireline
IRGW	220598	190627	598974	AT&T DBA TCI CABLEVISION OF UTAH	DRAPER	Crossing - Wire Exhibit to Master
IRGW	219437	165757	195485	WASATCH PACIFIC	DRAPER	Crossing - Wireline
IRGW	207841	155897	273856	QWEST CORPORATION	DRAPER	Crossing Pipeline
IRGW	S716417	0167853	0197047	UTAH DEPARTMENT OF TRANSPORTATION	DRAPER	Wire
IRGW	207391	468218		THANKSGIVING POINT, L.C.	MESA	Crossing Pipeline
IRGW	SPA9090	155888	275038	QUESTAR GAS COMPANY	MESA	None
IRGW	S717684	155889	275039	QUESTAR GAS COMPANY	MESA	Pipeline
IRGW	S717685	0156286	0274744	LEHI CITY CORPORATION	MESA	Pipeline
IRGW	S717300	155885	273850	QWEST CORPORATION	LEHI	Pipeline
IRGW	S716402	155886	273851	QWEST CORPORATION	LEHI	Wire
IRGW	S716403	169052	197851	QUESTAR	LEHI	Wire
IRGW	205848	177585	542366	TCI CABLEVISION OF UTAH INC	LEHI	Crossing Pipeline
IRGW	211315	89485	523279	QWEST CORPORATION	LEHI	Crossing - Wireline
IRGW	209051	175412	274636	THANKSGIVING POINT	LEHI	Crossing - Wireline
IRGW	S717166	0187450	0262967	LEHI CITY MUNICIPAL CORP	LEHI	Pipeline
IRGW	S717167	0155884	0274202	LEHI CITY CORPORATION	LEHI	Crossing Pipeline
IRGW	S714569				LEHI	Wire
IRGW	S716803				LEHI	Wire

SCHEDULE 3.6 - Assigned Leases and Assigned Other Agreements on Section 3.2 Properties, Section 3.4 Properties and Current NC Properties

LINE	AUDIT NUMBER	PROJECT NUMBER	PARTY NAME	CITY	MILEPOST	DESCRIPTION
RGW	S716804	0274203	LEHI CITY CORPORATION	LEHI	716.04	Wire
RGW	220535	0197020 0623247	LEHI CITY	LEHI	716.55	Crossing Pipeline
RGW	223438	0205456 0648496	AT&T BROADBAND, INC.	LEHI	716.79	Crossing - Wireline
RGW	S715420	0155887 0273101	LEHI CITY CORPORATION	LEHI	716.95	Crossing Pipeline
RGW	219738	0189872 0596514	LEHI CITY	LEHI	718.02	Crossing Pipeline
RGW	208522	0186398 0195985	LEHI CITY CORPORATION	LEHI	718.58	Crossing - Wireline
RGW	208523	0168395 0195984	LEHI CITY CORPORATION	LEHI	718.96	Crossing Pipeline
RGW	208938	0078382 0515817	LEHI CITY CORPORATION	LEHI	721.93	Crossing Pipeline
RGW	220982	0196494 0621438	LEHI CITY CORPORATION	LEHI	9999.99	Crossing - Private Roadway
RGW	S012253	263243	LEHI CITY MUNICIPAL CORP	LEHI	9999.99	Crossing - Private Roadway
RGW	S016441	0263244	LEHI CITY MUNICIPAL CORP	LEHI	9999.99	Crossing - Private Roadway
RGW	S019446	0262426	LEHI CITY OF	LEHI	711.74	Wire
RGW	S719958	1558801 278388	QWEST CORPORATION	AMERICAN FORK	713.90	Crossing - Private Roadway
RGW	S028701	173576	TCI OF INDIANA, INC	AMERICAN FORK	714.11	Pipeline
RGW	S719461	155881 277982	QUESTAR GAS COMPANY	AMERICAN FORK	714.11	Pipeline
RGW	S719462	155882 277983	QUESTAR GAS COMPANY	AMERICAN FORK	714.11	Pipeline
RGW	SPY9841	436378	FORD PROPERTIES, INC	AMERICAN FORK	714.14	Pipeline
RGW	201109	58685 189327	TIMPANOGOS SPECIAL SERVICES DISTRICT	AMERICAN FORK	715.01	Crossing Pipeline
RGW	209665	174762 525215	PACIFICORP (UTAH POWER & LIGHT COMPANY)	AMERICAN FORK		Crossing - Wireline
RGW	SPA9834	468998	ACTON CATV, INC.	AMERICAN FORK		Wire
RGW	SPY9831	436265	K & P PLUMBING AND HEATING INC	AMERICAN FORK		None
RGW	215510	0079980 0516807	AMERICAN FORK CITY CORPORATION	AMERICAN FORK	712.38	Crossing Pipeline
RGW	215482	0079981 0516810	AMERICAN FORK CITY CORPORATION	AMERICAN FORK	713.12	Crossing Pipeline
RGW	153056	0046647 0126288	AMERICAN FORK CITY	AMERICAN FORK	766.51	Consent Pipeline Crossing in Public ROW
RGW	S715542	0155883 0273192	AMERICAN FORK CITY	AMERICAN FORK	714.14	Crossing Pipeline
RGW	175400	0043184 0151515	AMERICAN FORK CITY CORPORATION	AMERICAN FORK	767.66	Crossing Pipeline
RGW	S019157	184772 572469	BASIC MANUFACTURING AND TECHNOLOGIES OF UTAH, INC.	GENEVA	709.74	Crossing Pipeline
RGW	SPA9846	184771 572443	BASIC MANUFACTURING AND TECHNOLOGIES OF UTAH, INC.	GENEVA		Crossing Pipeline
RGW	S029346	184775 572480	UNITED STATES STEEL CORPORATION	GENEVA	708.20	Crossing Pipeline
RGW	201757	58597 188216	ELECTRIC LIGHTWAVE	OREM	708.31	Crossing - Pipeline
RGW	205896	169233 198003	QUESTAR	OREM	707.02	Crossing - Wireline
RGW	201686	933891 188217	ELECTRIC LIGHTWAVE	OREM	707.11	Crossing Pipeline
RGW	207394	173581 506720	TCI OF INDIANA, INC.	OREM	707.02	Crossing - Wireline
RGW	122181	0585811	OREM CITY CORPORATION	OREM	0.00	Crossing Pipeline
RGW	219803	0192937 0607179	CITY OF OREM	OREM	705.84	Crossing - Wireline
RGW	211428	0175730 0529416	CITY OF OREM	OREM	706.45	Encroachment - Pipeline
RGW	211297	0174745 0525165	CITY OF OREM	OREM	758.55	Encroachment - Pipeline
RGW	SPY9808	0436242	UTAH DEPARTMENT OF TRANSPORTATION	OREM CITY	707.10	None
segment 4)						
SL	220277	195314 618288	QUESTAR GAS COMPANY	AMERICAN FORK	712.38	Crossing Pipeline
SL	216204	98494 577303	AIRSWITCH	AMERICAN FORK	713.90	Crossing - Wireline
SL	206107	44747 192230	QUESTAR GAS COMPANY	AMERICAN FORK	715.42	Crossing Pipeline
SL	A101973	556787	UTAH POWER & LIGHT COMPANY	PROVO	0.00	Crossing - Wireline

SCHEDULE 3.6 - Assigned Leases and Assigned Other Agreements on Section 3.2 Properties, Section 3.4 Properties and Current NC Properties

RAIL LINE	AUDIT NUMBER	ORDER PROJECT NUMBER	PARTY NAME	CITY	MILEPOST	DESCRIPTION
LASL	A56203	602080	MCCARTHY, WILSON	PROVO	0.00	Crossing - Wireline
LASL	A65188	603350	UTAH POWER & LIGHT COMPANY	PROVO	0.00	Crossing - Wireline
LASL	A92203	552683	MOUNTAIN FUEL SUPPLY COMPANY	PROVO	0.00	Crossing Pipeline
LASL	A91424	611213	MOUNTAIN FUEL SUPPLY COMPANY	PROVO	0.00	Crossing Pipeline
LASL	LAC1457	548777	J.E.DANIELS	PROVO	0.00	Crossing Pipeline
LASL	169429	44504	QWEST CORPORATION	PROVO	750.29	Crossing - Wire Exhibit to Master
LASL	201807	160891	BROOKS FIBER COMMUNICATIONS OF UTAH, INC.	PROVO	750.53	Crossing - Wireline
LASL	191284	89393	ELECTRIC LIGHTWAVE, INC.	PROVO	750.55	Crossing - Wireline
LASL	118780	586584	UTAH POWER & LIGHT COMPANY	SPRINGVILLE	0.00	Crossing - Wireline
LASL	121932	585719	PEAY, LYNN	SPRINGVILLE	0.00	Crossing - Private Roadway
LASL	130536	582153	MOUNTAIN FUEL SUPPLY COMPANY	SPRINGVILLE	0.00	Crossing Pipeline
LASL	139028	577538	INTERMOUNTAIN POWER AGENCY	SPRINGVILLE	0.00	Warning Devices - Public Roadway
LASL	A47796	545213	ALLEMAN, LYNN	SPRINGVILLE	0.00	Crossing - Private Roadway
LASL	A59873	602538	UTAH POWER & LIGHT COMPANY	SPRINGVILLE	0.00	Crossing - Wireline
LASL	A73677	605124	UTAH POWER & LIGHT COMPANY	SPRINGVILLE	0.00	Crossing - Wireline
LASL	A77438	527371	UTAH POWER & LIGHT COMPANY	SPRINGVILLE	0.00	Crossing - Wireline
LASL	LAC328	547916	L.L.NUNN	SPRINGVILLE	0.00	Crossing - Wireline
LASL	218730	194362	QWEST CORPORATION	SPRINGVILLE	746.43	Crossing - Wireline
LASL	202283	162703	QWEST CORPORATION	SPRINGVILLE	747.98	Crossing - Wire Exhibit to Master
LASL	219599	196500	QWEST CORPORATION	SPRINGVILLE	749.39	Crossing - Wireline
LASL	A102972	557152	STRAWBERRY WATER USERS ASSN	SPANISH FORK	0.00	Crossing - Wireline
LASL	218284	191702	ADESTA COMMUNICATIONS	SPANISH FORK	745.86	Crossing - Wireline
LASL	220099	195213	SIERRA PACIFIC COMMUNICATIONS	SPANISH FORK	745.86	Crossing - Wireline
LASL	A91899	61923	PROVO CITY CORPORATION	PROVO	0.00	Crossing Pipeline
LASL	A87617	0611363	PROVO, UTAH, CITY OF	PROVO	0.00	Crossing - Wireline
LASL	A91898	0611362	UTAH, STATE OF	PROVO	0.00	Crossing Pipeline
LASL	LAC2794	0549446	PROVO CITY OF	PROVO	0.00	Crossing Pipeline
LASL	LAC3152	0548548	PROVO CITY OF	PROVO	0.00	Crossing Pipeline
LASL	LAC3452	0549706	UTAH COUNTY DRAINAGE DIST. 1	PROVO	0.00	Crossing Pipeline
LASL	154799	0046623	PROVO CITY ENERGY DEPARTMENT	PROVO	750.21	Crossing - Wireline
LASL	A106411	0068525	PROVO CITY CORPORATION	PROVO	750.53	Crossing Pipeline
LASL	176965	0070841	PROVO CITY STORM WATER DIST	PROVO	752.16	Crossing Pipeline
LASL	155817	0043701	PROVO CITY CORPORATION	PROVO	753.29	Consent Pipeline Crossing in Public ROW
LASL	S025208	262543	PROVO CITY CORPORATION	PROVO	9999.99	Crossing - Private Roadway
LASL	208743	0165711	SPRINGVILLE CITY CORPORATION	SPRINGVILLE	746.42	Crossing Pipeline
LASL	214297	0184738	SPRINGVILLE CITY	SPRINGVILLE	746.42	Crossing Pipeline
LASL	221481	0200487	SPRINGVILLE CITY CORPORATION	SPRINGVILLE	746.43	Crossing Pipeline
LASL	130153	0067173	UTAH COUNTY	SPRINGVILLE	747.90	Crossing - Public Roadway
LASL	205093	0164805	SPANISH FORK UT, CITY OF	SPANISH FORK	2.72	Crossing Pipeline
LASL	223584	0184988	SPANISH FORK CITY	SPANISH FORK	3.45	Crossing - Wireline
LASL	223583	0184997	SPANISH FORK CITY	SPANISH FORK	3.46	Crossing Pipeline
LASL	LAC3459	0549709	UTAH COUNTY DRAINAGE DIST. 1	SPANISH FORK	748.00	Crossing Pipeline
LASL	S028944	0263505	SPANISH FORK UT, CITY OF	SPANISH FORK	9999.99	Crossing - Private Roadway
LASL	A74435	0605298	PACIFIC STATES CAST IRON PIPE COMPANY	IRONTON	0.00	Crossing Pipeline
Segment 5)						
SL	OUR297	621194	POSTAL TELEGRAPH CABLE COMPANY	OGDEN	0.00	Crossing - Wireline

SCHEDULE 3.6 - Assigned Leases and Assigned Other Agreements on Section 3.2 Properties, Section 3.4 Properties and Current NC Properties

RAIL LINE	AUDIT NUMBER	ORDER PROJECT NUMBER	NUMBER	PARTY NAME	CITY	MILEPOST	DESCRIPTION
OSL	212754	179287	553674	CENTRAL WEBER SEWER IMPROVEMENT DISTRICT	OGDEN	818.03	Crossing Pipeline
	222355	203567	642580	TCI CABLEVISION OF UTAH	OGDEN	815.88	Crossing - Wireline
✓	OUR1010	0621800		MOUNTAIN STATES TELEPHONE & TELEGRAPH CO	OGDEN	0.00	Crossing - Wireline
✓	OUR115	0620962		OGDEN CITY	OGDEN	0.00	Crossing Pipeline
✓	OUR1226	0621992		MOUNTAIN STATES TELEPHONE & TELEGRAPH CO.	OGDEN	0.00	Crossing - Wireline
✓	OUR1351	0509048		MOUNTAIN STATES TELEPHONE & TELEGRAPH	OGDEN	0.00	Crossing - Wireline
✓	OUR1365	0622139		MOUNTAIN STATES TELEPHONE & TELEGRAPH CO.	OGDEN	0.00	Crossing - Wireline
✓	OUR1387	0622161		MOUNTAIN STATES TELEPHONE & TELEGRAPH CO.	OGDEN	0.00	Crossing - Wireline
✓	OUR697	0621436		OGDEN CITY	OGDEN	0.00	Crossing Pipeline
✓	225358	209675	653584	TCI CABLEVISION OF UTAH	WOODS CROSS	755.19	Crossing - Wireline
✓	227566	213073	656308	TCI CABLEVISION OF UTAH	ROY	812.87	Crossing - Wireline
✓	227567	214215	657096	TCI CABLEVISION OF UTAH	LAYTON	804.50	Crossing - Wireline
✓	227752	215191	657986	JACK B PARSON COMPANY	LAYTON	806.11	CROE
✓	227888	213756	658781	FARMINGTON CITY OF	FARMINGTON	797.80	Crossing Public Roadway
✓	228199	215503	658295	UDOT	FARMINGTON	798.30	Crossing Public Roadway
✓	228763	215961	658822	UDOT	FARMINGTON	798.50	Crossing Public Roadway
✓	229292	215144	657924	UDOT	LAYTON	800.90	Crossing - Wireline
✓	229589	218476	662204	UDOT	LAYTON	807.14	Signal Interconnect
✓	229667	217058	659869	PACIFICCORP	CENTERVILLE	794.10	Crossing - Wireline
✓	234102	227364	672392	PACIFICCORP	FARMINGTON	797.70	Crossing - Wireline
✓	234110	227362	672390	PACIFICCORP	OGDEN	817.16	Crossing - Wireline
✓	235811	230809	676692	LDS CHURCH	KAYSVILLE	802.51	Crossing - Wireline
✓	108843	651795		UTAH POWER AND LIGHT	OGDEN	0.00	Crossing - Wireline
✓	109899	650977		MOUNTAIN STATES TELEPHONE	OGDEN	0.00	Crossing - Wireline
✓	OUR1163	101887		CENTRAL WEBER SEWER IMPROVEMENT DIST	OGDEN	0.00	Crossing Pipeline
✓	118117	586910		MOUNTAIN FUEL SUPPLY COMPANY	ROY	0.00	Crossing Pipeline
✓	118730	586570		WEBER BASIN WATER CONSERVANCY DISTRICT	ROY	0.00	Crossing Pipeline
✓	123708	586219		MOUNTAIN FUEL SUPPLY COMPANY	ROY	0.00	Crossing Pipeline
✓	A101015	615381		ROY WATER CONSERVANCY SUBDISTRICT	ROY	0.00	Crossing Pipeline
✓	A102695	557021		WEBER BASIN WATER DISTRICT	ROY	0.00	Crossing Pipeline
✓	A103174	557206		WEBER BASIN WATER DISTRICT	ROY	0.00	Crossing Pipeline
✓	A55247	601994		UTAH POWER & LIGHT COMPANY	ROY	0.00	Crossing - Wireline
✓	A57217	602192		ROBINS CANNING COMPANY	ROY	0.00	Crossing Pipeline
✓	A68183	603990		ROY DITCH COMPANY	ROY	0.00	Crossing Pipeline
✓	A70983	604682		UTAH POWER & LIGHT COMPANY	ROY	0.00	Crossing - Wireline
✓	A86677	551422		MOUNTAIN FUEL SUPPLY COMPANY	ROY	0.00	Crossing Pipeline
✓	A98806	614359		SCRIBNER DITCH COMPANY	ROY	0.00	Crossing Pipeline
✓	130226	672411	104338	WASATCH COMMUNITY TV	ROY	81.13	Crossing - Wireline
✓	130426	672401	104393	WASATCH COMMUNITY TV	ROY	81.18	Crossing - Wireline
✓	131247	674301	104575	COMMUNITY TELEVISION OF UTAH,I	ROY	81.23	Crossing - Wireline
✓	131246	674291	104574	COMMUNITY TELEVISION OF UTAH,I	ROY	81.28	Crossing - Wireline
✓	131245	674281	104573	COMMUNITY TELEVISION OF UTAH,	ROY	81.38	Crossing - Wireline

SCHEDULE 3.6 - Assigned Leases and Assigned Other Agreements on Section 3.2 Properties, Section 3.4 Properties and Current NC Properties

RAIL LINE	AUDIT NUMBER	ORDER NUMBER	PARTY NAME	CITY	MILEPOST	DESCRIPTION
OSL	191004	68895 181727	QWEST CORPORATION	ROY	812.86	Crossing - Wire Exhibit to Master
OSL	202188	58083 192280	PACIFICORP	ROY	812.87	Crossing - Wireline
OSL	144674	50724 108951	JACOBSON, NOEL	ROY	813.03	Lease of Land for Agricultural Purposes
OSL	SLC178	51206 88144	SHURTLEFF, LELAND W	ROY	81.32	Lease of Land for Agricultural Purposes
OSL	149327	75016 113740	BURNETT, BYRON	ROY	814.39	Lease of Land for Agricultural Purposes
OSL	142839	87301 107120	STRASBURG, TERRY & DEE	ROY	813.19	Lease of Land for Agricultural Purposes
OSL	A89306	88203 10568	CITY OF ROY	ROY	5.98	Lease of Land for Storage and Handling
✓	A101644	63354 2036	CITY OF ROY	ROY	6.16	Encroachment - Pipeline
✓	119085	0586403	ROY, CITY OF	ROY	0.00	Crossing Pipeline
✓	128288	0582905	SUNSET, CITY OF	ROY	0.00	Crossing Pipeline
✓	A103747	0531661	SUNSET, CITY OF	ROY	0.00	Crossing Pipeline
✓	LD11430	0063116 10075528	UNITED STATES OF AMERICA	ROY	0.61	Crossing Pipeline
✓	214848	0064906 0004914	SUNSET CITY CORPORATION	ROY	0.72	Encroachment - Pipeline
✓	167975	0186247 0582229	UTAH DEPARTMENT OF TRANSPORTATION	ROY	778.44	Crossing - Wireline
✓	191119	0044374 0142632	ROY CITY CORPORATION	ROY	4.21	Consent Pipeline Crossing in Public ROW
✓	191126	0065591 0182299	ROY, CITY OF	ROY	812.27	Crossing Pipeline
✓	191250	0065589 0182308	ROY, CITY OF	ROY	812.27	Crossing Pipeline
✓	151847	0065592 0182866	NORTH DAVIS COUNTY SEWER DIST	ROY	812.85	Consent Pipeline Crossing in Public ROW
✓	153936	0046462 0125178	ROY CITY CORPORATION	ROY	813.87	Consent Pipeline Crossing in Public ROW
✓	206645	0046713 0127400	ROY CITY CORPORATION	ROY	814.96	Crossing Pipeline
✓	206835	0169381 0198134	ROY CITY CORPORATION	ROY	814.98	Crossing Pipeline
✓	A56060	0075595 0198776	ROY CITY CORP	ROY	1.15	Crossing Pipeline
✓	120121	61966 6505	CLEARFIELD	CLEARFIELD	0.00	Crossing Pipeline
✓	120829	586202	MOUNTAIN FUEL SUPPLY COMPANY	CLEARFIELD	0.00	Crossing - Wireline
✓	120881	585990	UTAH POWER & LIGHT COMPANY	CLEARFIELD	0.00	Crossing - Wireline
✓	124198	586054	UTAH POWER & LIGHT COMPANY	CLEARFIELD	0.00	Crossing - Wireline
✓	125535	585195	UTAH POWER & LIGHT COMPANY	CLEARFIELD	0.00	Crossing - Wireline
✓	129655	584488	UTAH POWER & LIGHT COMPANY	CLEARFIELD	0.00	Crossing - Wireline
✓	131116	582530	WASATCH COMMUNITY TV	CLEARFIELD	0.00	Crossing - Wireline
✓	A100597	581967	WASATCH COMMUNITY TV	CLEARFIELD	0.00	Crossing - Wireline
✓	A54223	615238	UTAH POWER & LIGHT COMPANY	CLEARFIELD	0.00	Crossing - Wireline
✓	A70448	545565	WOODS CROSS CANNING COMPANY	CLEARFIELD	0.00	Crossing Pipeline
✓	A75324	604577	WOODS CROSS CANNING COMPANY	CLEARFIELD	0.00	Crossing Pipeline
✓	A87099	605442	UTAH POWER & LIGHT COMPANY	CLEARFIELD	0.00	Crossing - Wireline
✓	A89407	609509	UTAH POWER & LIGHT COMPANY	CLEARFIELD	0.00	Crossing - Wireline
✓	102279	610522	MOUNTAIN FUEL SUPPLY COMPANY	CLEARFIELD	0.00	Crossing Pipeline
✓	58986	63419 2321	CLEARFIELD IRRIGATION COMPANY	CLEARFIELD	0.93	Encroachment - Pipeline
✓	A60766	120459	CLEARFIELD, TOWN OF	CLEARFIELD	0.98	Crossing Pipeline
✓	A16509	50437 6738	UTAH DEPT. OF TRANSPORTATION	CLEARFIELD	1.00	Encroachment - Pipeline
✓	A98580	43975 82560	QUESTAR GAS COMPANY	CLEARFIELD	9.92	Crossing Pipeline
✓	57085	88502 12798	HEATER, JOHN C	CLEARFIELD	10.01	Lease of Land and/or RR Owned Buildings
✓	135997	66871 143854	PACIFICORP	CLEARFIELD	11.59	Crossing - Wireline
✓	131112	66857 105616	STEVENSON DITCH CORPORATION	CLEARFIELD	80.70	Encroachment - Drainage Agreement
✓	A103836	67316 104539	WASATCH COMMUNITY TV	CLEARFIELD	80.98	Crossing - Wireline
✓	219714	67336 3120	WEBER BASIN WATER CONSERVANCY	CLEARFIELD	81.03	Crossing - Wireline
✓	173008	196639 621661	QUEST CORPORATION	CLEARFIELD	807.15	Crossing - Wireline
✓		61242 148885	WEST LAYTON IRRIGATION COMPANY	CLEARFIELD	807.42	Consent Pipeline Crossing in Public ROW

SCHEDULE 3.6 - Assigned Leases and Assigned Other Agreements on Section 3.2 Properties, Section 3.4 Properties and Current NC Properties

RAIL LINE	AUDIT NUMBER	FRONTIER PROJECT NUMBER	PARTY NAME	CITY	MILEPOST	DESCRIPTION
OSL	170306	44584	145769	PACIFICORP, DBA UTAH POWER & L	CLEARFIELD	Crossing - Wire Exhibit to Master
OSL	170925	42587	146695	TCL CABLEVISION OF UTAH	CLEARFIELD	Consent Wire Crossing in Public ROW
OSL	169948	70161	143708	QWEST CORPORATION	CLEARFIELD	Crossing - Wire Exhibit to Master
OSL	156712	43777	130431	PACIFICORP DBA	CLEARFIELD	Encroachment - Wireline
OSL	157009	43747	130786	QUESTAR GAS COMPANY	CLEARFIELD	Encroachment - Pipeline
OSL	144506	52979	108778	TCI OF INDIANA, INC.	CLEARFIELD	Crossing - Wireline
OSL	152216	46455	125568	MST&T	CLEARFIELD	Consent Wire Crossing in Public ROW
OSL	173032	49880	148984	CITY OF CLEARFIELD	CLEARFIELD	Roadway Encroachment
OSL	129778	67234	104246	WASATCH COMMUNITY TV	CLEARFIELD	Crossing - Wireline
OSL	161934	43968	136025	DAVIS AND WEBER COUNTIES CANAL	CLEARFIELD	Crossing Pipeline
OSL	216671	189876	596518	AT&T CABLE SERVICES	CLEARFIELD	Crossing Pipeline
OSL	119680	0586389		CLEARFIELD, CITY OF	CLEARFIELD	Crossing Pipeline
OSL	123987	0585113		CLEARFIELD CITY CORPORATION	CLEARFIELD	Crossing Pipeline
OSL	A102422	0615720		CLEARFIELD CITY CORPORATION	CLEARFIELD	Crossing Pipeline
OSL	104736	0063653	0100146	CLEARFIELD, UTAH, CITY OF	CLEARFIELD	Encroachment - Pipeline
OSL	LD11606	0061116	0075534	UNITED STATES OF AMERICA	CLEARFIELD	Crossing Pipeline
OSL	122050	0160646		CLEARFIELD, UTAH	CLEARFIELD	Crossing Pipeline
OSL	A101331	0160645		CLEARFIELD, UTAH	CLEARFIELD	Crossing Pipeline
OSL	A104220	0067508	0003330	CLEARFIELD, THE CITY OF	CLEARFIELD	Crossing Pipeline
OSL	136282	0068415	0105688	CLINTON CITY	CLEARFIELD	Crossing Pipeline
OSL	203678	0163247	0193108	CITY OF CLINTON	CLEARFIELD	Crossing Pipeline
OSL	205110	0163071	0193102	CITY OF CLINTON	CLEARFIELD	Crossing Pipeline
OSL	174422	0044585	0150338	NORTH DAVIS COUNTY SEWER DISTR	CLEARFIELD	Crossing Pipeline
OSL	157380	0043824	0131163	MOUNTAIN STATES TELEPHONE & TE	CLEARFIELD	Crossing Pipeline
OSL	X17823	43976	134542	QUESTAR GAS COMPANY	CLEARFIELD	Encroachment - Wireline
OSL	X18276	46910	182558	QUESTAR GAS COMPANY	BRIDGE JCT	Crossing Pipeline
OSL	201669	159235	188969	QWEST CORPORATION	BRIDGE JCT	Encroachment - Pipeline
OSL	165230	44262	139547	QWEST CORPORATION	BRIDGE JCT	Crossing - Wire Exhibit to Master
OSL	202084	159254	188990	QWEST CORPORATION	BRIDGE JCT	Crossing - Wire Exhibit to Master
OSL	116268	587306		SMEDLEY DEVELOPMENT COMPANY	LAYTON	Crossing Pipeline
OSL	124266	585035		UTAH POWER & LIGHT COMPANY	LAYTON	Crossing - Wireline
OSL	124831	584964		DALE CORPORATION	LAYTON	Encroachment - Drainage Agreement
OSL	129596	582512		WASATCH COMMUNITY TV	LAYTON	Crossing - Wireline
OSL	A61855	546108		MOUNTAIN FUEL SUPPLY COMPANY	LAYTON	Crossing Pipeline
OSL	A64788	546372		MOUNTAIN FUEL SUPPLY COMPANY	LAYTON	Crossing Pipeline
OSL	A80075	527660		MOUNTAIN FUEL SUPPLY COMPANY	LAYTON	Crossing Pipeline
OSL	A92841	552990		UTAH POWER & LIGHT COMPANY	LAYTON	Crossing Pipeline
OSL	A103831	67314	3116	QUESTAR GAS COMPANY	LAYTON	Crossing - Wireline
OSL	156713	46933	130429	SMITH'S FOOD & DRUG CENTERS	LAYTON	Crossing Pipeline
OSL	147990	50842	112362	PACIFICORP	LAYTON	Crossing - Wireline
OSL	169175	44476	143934	QWEST CORPORATION	LAYTON	Crossing - Wire Exhibit to Master
OSL	A50505	60847	6200	LAYTON, TOWN OF	LAYTON	Crossing - Wireline
OSL	80642	61460	122720	PACIFICORP	LAYTON	Crossing - Wireline
OSL	139418	10777	106093	WASATCH COMMUNITY TV, INC.	LAYTON	Crossing - Wireline
OSL	120391	0586263		LAYTON, CITY OF	LAYTON	Crossing Pipeline
OSL	127252	0583706		LAYTON, CITY OF	LAYTON	Crossing Pipeline
OSL	129417	0582590		LAYTON CITY	LAYTON	Crossing Pipeline

SCHEDULE 3.6 - Assigned Leases and Assigned Other Agreements on Section 3.2 Properties, Section 3.4 Properties and Current NC Properties

RAIL LINE	AUDIT NUMBER	ORDER PROJECT NUMBER	PARTY NAME	CITY	MILEPOST	DESCRIPTION
N	LD12117	0061311 0075549	LAYTON, CITY OF	LAYTON	1.54	Crossing Pipeline
N	223274	0201952 0637654	DAVIS & WEBER COUNTIES CANAL COMPANY	LAYTON	720.16	Crossing Pipeline
N	103073	0065860 0130766	LAYTON, UTAH, CITY OF	LAYTON	804.33	Encroachment - Pipeline
N	A104464	0067865 0003495	LAYTON, UTAH, CITY OF	LAYTON	804.57	Encroachment - Pipeline
N	223786	0205472 0648516	PACIFICORP	LAYTON	805.75	Crossing - Wire Exhibit to Master
N	157482	0802111 0131274	LAYTON, UTAH, CITY OF	LAYTON	805.78	Crossing - Public Roadway
N	151246	0046308 0115710	LAYTON CITY CORPORATION	LAYTON	805.83	Crossing Pipeline
N	151247	0046306 0115711	LAYTON CITY CORPORATION	LAYTON	805.83	Crossing Pipeline
N	151248	0046307 0115712	LAYTON CITY CORPORATION	LAYTON	805.83	Crossing Pipeline
N	777.071	0067125 0000072	LAYTON, CITY OF	LAYTON	806.10	Crossing - Wireline
N	223982	0206544 0650813	WASATCH COMMUNITY T.V. INCORPORATED	LAYTON	806.14	Crossing Pipeline
N	220822	0182216 0563914	LAYTON CITY	LAYTON	807.14	Crossing Pipeline
OSL	118214	588825	MOUNTAIN FUEL SUPPLY COMPANY	KAYSVILLE	0.00	Crossing Pipeline
OSL	120203	586213	HAIGHTS CREEK IRRIGATION COMPANY	KAYSVILLE	0.00	Crossing Pipeline
OSL	188962	65521 174974	HAIGHTS CREEK IRRIGATION CO.	KAYSVILLE	801.00	Crossing - Drainage/Irrigation Ditch
	210543	176535 534274	QWEST CORPORATION	KAYSVILLE	802.70	Crossing - Wireline
	122723	0585589	KAYSVILLE, CITY OF	KAYSVILLE	0.00	Crossing Pipeline
	124127	0585153	UTAH, STATE OF	KAYSVILLE	0.00	Crossing Pipeline
	128351	0582960	KAYSVILLE CITY CORPORATION	KAYSVILLE	0.00	Crossing Pipeline
	A101118	0066177 0001803	KAYSVILLE CITY CORPORATION	KAYSVILLE	0.00	Crossing Pipeline
	A78822	0061965 0138886	KAYSVILLE CITY CORPORATION	KAYSVILLE	1.63	Crossing - Wireline
	180277	0057154 0157354	CENTRAL DAVIS COUNTY SEWER DIS	KAYSVILLE	16.27	Crossing - Wireline
	A106239	0010761 0100440	KAYSVILLE CITY CORP.	KAYSVILLE	799.85	Crossing Pipeline
	158241	0046932 0129888	CENTRAL DAVIS COUNTY SEWER DIS	KAYSVILLE	800.20	Crossing Pipeline
	156622	0043770 0130332	KAYSVILLE CITY CORPORATION	KAYSVILLE	802.42	Crossing Pipeline
	131546	0067368 0104646	KAYSVILLE, CITY OF	KAYSVILLE	802.51	Consent Wire Crossing in Public ROW
	156735	0046829 0130467	KAYSVILLE CITY CORPORATION	KAYSVILLE	802.80	Crossing Pipeline
	SPY9786	0436215	KAYSVILLE CITY CORPORATION	KAYSVILLE	803.09	Crossing Pipeline
ISL	117815	586980	UTAH POWER & LIGHT COMPANY	FARMINGTON	0.00	Crossing - Wireline
ISL	125874	584365	FARMINGTON AREA PRESSURIZED IRRIGATION	FARMINGTON	0.00	Crossing Pipeline
ISL	A97864	555083	UTAH POWER & LIGHT COMPANY	FARMINGTON	0.00	Crossing - Wireline
ISL	A98035	613901	UTAH POWER & LIGHT COMPANY	FARMINGTON	0.00	Crossing - Wireline
ISL	A98453	614141	MOUNTAIN FUEL SUPPLY COMPANY	FARMINGTON	0.00	Crossing Pipeline
ISL	A54185	61455 6433	PACIFICORP	FARMINGTON	2.34	Crossing - Wireline
ISL	76985	61809 138778	WEBER BASIN WATER CONSERVANCY	FARMINGTON	8.73	Crossing Pipeline
ISL	132910	67838 5281	WASATCH COMMUNITY TV, INC.	FARMINGTON	797.72	Crossing - Wireline
ISL	A86249	62913 179957	UTAH POWER DBA PACIFICORP	FARMINGTON	799.74	Crossing - Wireline
	121777	0585883	CENTRAL DAVIS COUNTY SEWER DISTRICT	FARMINGTON	0.00	Crossing Pipeline
	A94393	0612373	MOUNTAIN STATES TELEPHONE & TELEGRAPH CO.	FARMINGTON	0.00	Crossing - Wireline
	169426	0044445 0144197	FARMINGTON CITY CORPORATION	FARMINGTON	797.37	Crossing Pipeline
	A105827	0068237 0004206	FARMINGTON, UTAH, CITY OF	FARMINGTON	797.60	Crossing Pipeline
	222317	0201488 0636525	FLUOR AMES KRAEMER, LLC	FARMINGTON	798.25	Crossing - Private Roadway
	190968	0069280 0181618	CENTRAL DAVIS COUNTY SEWER DIS	FARMINGTON	798.62	Crossing Pipeline
SL	120692	586148	MOUNTAIN FUEL SUPPLY COMPANY	CENTERVILLE	0.00	Crossing Pipeline
SL	A100643	615252	UTAH POWER & LIGHT COMPANY	CENTERVILLE	0.00	Crossing - Wireline
SL	A68259	604007	UTAH POWER & LIGHT COMPANY	CENTERVILLE	0.00	Crossing - Wireline

SCHEDULE 3.6 - Assigned Leases and Assigned Other Agreements on Section 3.2 Properties, Section 3.4 Properties and Current NC Properties

RAIL LINE	AUDIT NUMBER	PROJECT NUMBER	PARTY NAME	CITY	MI/POST	DESCRIPTION
OSL	A98400	614108	MOUNTAIN FUEL SUPPLY COMPANY	CENTERVILLE	0.00	Crossing Pipeline
OSL	100287	6580519409	QUESTAR GAS COMPANY	CENTERVILLE	2.60	Crossing Pipeline
OSL	119679	65451102529	PAGES LANE STORM DRAIN ASSOCIA	CENTERVILLE	26.17	Crossing Pipeline
OSL	205512	161576198923	PACIFICORP	CENTERVILLE	791.83	Crossing - Wireline
OSL	201596	159226188960	PACIFICORP	CENTERVILLE	792.99	Crossing - Wire Exhibit to Master
OSL	130202	67301104330	WASATCH COMMUNITY TV	CENTERVILLE	793.00	Crossing - Wireline
OSL	203667	162320192039	NEXTLINK OF UTAH LLC	CENTERVILLE	793.02	Wire
OSL	166623	43990141074	WEBER BASIN WATER CONSERVANCY	CENTERVILLE	796.12	Crossing Pipeline
N	121649	0585866	CENTERVILLE, CITY OF	CENTERVILLE	0.00	Crossing Pipeline
N	A103471	0557543	SOUTH DAVIS COUNTY SEWER IMPROVEMENT			
N	120115	00557543	DISTRICT			
N	185671	006551110102614	DAVIS COUNTY FLOOD CONTROL	CENTERVILLE	0.00	Crossing Pipeline
N	A104121	00642970166200	CENTERVILLE, CITY OF	CENTERVILLE	26.47	Encroachment - Drainage Agreement
N	161847	00675170003277	DAVIS COUNTY FLOOD CONTROL COM	CENTERVILLE	791.50	Encroachment - Drainage Agreement
N	216611	00440090135944	CENTERVILLE, UTAH, CITY OF	CENTERVILLE	791.92	Encroachment - Pipeline
OSL	199617	00951980574894	DAVIS COUNTY	CENTERVILLE	793.01	Crossing Pipeline
OSL	113328	62965326754	BOUNTIFUL	WOODS CROSS	794.12	Crossing Pipeline
OSL	A57444	519583	UTAH POWER & LIGHT COMPANY	WOODS CROSS	28.20	Crossing - Wireline
OSL	A71844	524784	UTAH LIGHT & TRACTION COMPANY	WOODS CROSS	0.00	Crossing - Wireline
OSL	A72142	604848	PIONEER PIPE LINE COMPANY	WOODS CROSS	0.00	Crossing - Wireline
OSL	A73748	604882	UTAH POWER & LIGHT COMPANY	WOODS CROSS	0.00	Crossing Pipeline
OSL	A81361	605134	PHILLIPS PETROLEUM COMPANY	WOODS CROSS	0.00	Crossing - Wireline
OSL	A81879	607464	UTAH POWER & LIGHT COMPANY	WOODS CROSS	0.00	Crossing - Wireline
OSL	A82225	607655	UTAH POWER & LIGHT COMPANY	WOODS CROSS	0.00	Crossing - Wireline
OSL	A99332	550545	PHILLIPS PETROLEUM COMPANY	WOODS CROSS	0.00	Crossing - Wireline
		555785	HATCH, W.S. COMPANY	WOODS CROSS	0.00	Crossing Pipeline
				WOODS CROSS	0.00	Industrial Track Agreement w/o Maint Chg
OSL	A51363	601584	MOUNTAIN STATES TELEPHONE & TELEGRAPH CO.	WOODS CROSS	0.00	Wireline
OSL	A50354	6077416184	WASATCH OIL REFINING COMPANY	WOODS CROSS	2.81	Crossing Pipeline
OSL	A50419	6075416193	WASATCH OIL REFINING COMPANY	WOODS CROSS	2.81	Crossing - Wireline
OSL	97500	62846124676	QUESTAR GAS COMPANY	WOODS CROSS	25.44	Crossing Pipeline
OSL	102594	6344512474	PACIFICORP	WOODS CROSS	26.02	Crossing - Wireline
OSL	132861	67840104958	WASATCH COMMUNITY TV, INC.	WOODS CROSS	79.02	Crossing - Wireline
OSL	124356	103242	PACIFICORP	WOODS CROSS	79.06	Crossing - Wireline
OSL	103799	67317199935	PACIFICORP	WOODS CROSS	79.08	Crossing - Wireline
OSL	59260	60316120477	PHILLIPS PETROLEUM COMPANY	WOODS CROSS	79.10	Encroachment - Pipeline
OSL	129741	67235104232	WASATCH COMMUNITY TV	WOODS CROSS	79.10	Crossing - Wireline
OSL	A79496	8777318997	WOODS CROSS CITY	WOODS CROSS	79.11	Encroachment - Public Roadway
OSL	204768	162318192037	NEXTLINK OF UTAH LLC	WOODS CROSS	789.28	Wire
OSL	173765	42585149762	PIONEER PIPE LINE COMPANY	WOODS CROSS	790.37	Crossing Pipeline
OSL	203571	162319192038	NEXTLINK OF UTAH LLC	WOODS CROSS	790.85	Wire
OSL	50450	50450119807	PHILLIPS PETROLEUM COMPANY	WOODS CROSS	790.91	Crossing Pipeline
OSL	179345	59270155989	PHILLIPS 66 COMPANY	WOODS CROSS	790.91	Crossing Pipeline
			SOUTH DAVIS COUNTY SEWER IMPROVEMENT			
			DISTRICT			
	A102385	0556926		WOODS CROSS	0.00	Crossing Pipeline
	122413	00657110130539	WOODS CROSS CITY	WOODS CROSS	28.30	Crossing Pipeline
	115190	00649730130540	WOODS CROSS CITY	WOODS CROSS	28.79	Crossing Pipeline

SCHEDULE 3.6 - Assigned Leases and Assigned Other Agreements on Section 3.2 Properties, Section 3.4 Properties and Current NC Properties

RAIL LINE	AUDIT NUMBER	ORDER PROJECT NUMBER	PARTY NAME	CITY	MILE POST	DESCRIPTION
N	90728	0062228 0130543	WOODS CROSS, UTAH, TOWN OF	WOODS CROSS	28.79	Crossing Pipeline
N	121439	0065658 0102874	WOODS CROSS, CITY OF	WOODS CROSS	79.08	Encroachment - Pipeline
N	106124	0042746 0100397	DAVIS COUNTY CORPORATION	WOODS CROSS	79.14	Crossing Pipeline
N	1571301	156287 274745	LEHI CITY CORPORATION	WOODS CROSS	719.76	Pipeline
N	152907	0046504 0126303	WOODS CROSS, UTAH, CITY OF	WOODS CROSS	789.29	Consent Pipeline Crossing in Public ROW
N	223906	0205312 0648285	M.C. GREEN & SONS, INC.	WOODS CROSS	789.79	Crossing Pipeline
N	A103984	0067649 0130538	WOODS CROSS CITY CORPORATION	WOODS CROSS	789.98	Encroachment - Drainage Agreement
N	159004	0043755 0132901	WOODS CROSS CITY, UTAH	WOODS CROSS	790.92	Consent Pipeline Crossing in Public ROW
N	156526	0043754 0130206	WOODS CROSS, UTAH, CITY OF	WOODS CROSS	791.01	Consent Pipeline Crossing in Public ROW
OSL	124516	584997	UTAH POWER & LIGHT COMPANY	PIONEER	0.00	Crossing - Wireline
OSL	A100852	615335	WESTERN REFINING COMPANY	PIONEER	0.00	Crossing Pipeline
OSL	A74954	605380	UTAH POWER & LIGHT COMPANY	PIONEER	0.00	Crossing - Wireline
OSL	132859	67839 104956	WASATCH COMMUNITY TV, INC	PIONEER	78.93	Crossing - Wireline
OSL	168845	44181 141346	QWEST CORPORATION	PIONEER	789.30	Crossing - Wire Exhibit to Master
OSL	175526	44177 151386	PHILLIPS PETROLEUM COMPANY	PIONEER	789.61	Encroachment - Pipeline
✓	127643	0583308	DAVIS COUNTY	PIONEER	0.00	Crossing Pipeline
✓	A106713	0042722 0004695	NORTH SALT LAKE, CITY OF	PIONEER	78.86	Crossing Pipeline
✓	A105874	0068229 0004241	DAVIS COUNTY CORP	PIONEER	78.87	Crossing Pipeline
✓	158736	0072645 0132583	NORTH SALT LAKE CITY, UTAH	PIONEER	788.90	Consent Pipeline Crossing in Public ROW
OSL	A67506	60940 7381	BIG WEST OIL COMPANY	N SALT LAKE CITY	31.39	Crossing Pipeline
OSL	106904	63960 100635	BIG WEST OIL CO	N SALT LAKE CITY	31.64	Crossing Pipeline
OSL	A73189	61357 8102	PIONEER PIPE LINE COMPANY	N SALT LAKE CITY	787.68	Encroachment - Pipeline
OSL	140760	50464 106219	PACIFICORP	N SALT LAKE CITY	787.89	Crossing - Wireline
OSL	131199	67354 104563	HOWARD MAX E	N SALT LAKE CITY	788.47	Crossing - Private Roadway
OSL	A106304	59127 4484	STRUCTURAL STEEL & FABRICATION	N SALT LAKE CITY	788.63	Crossing - Private Roadway
OSL	206434	171025 500373	NEXTLINK OF UTAH, LLC	N SALT LAKE CITY	788.93	Crossing - Wireline
OSL	157503	46955 131288	PHILLIPS PETROLEUM COMPANY	N SALT LAKE CITY	789.44	Crossing Pipeline
✓	205448	0163153 0192998	UTAH DEPARTMENT OF TRANSPORTATION	N SALT LAKE CITY	749.91	Crossing - Wireline
✓	220943	0196084 0620744	BIG WEST OIL CO LLC	N SALT LAKE CITY	787.56	Crossing Pipeline
✓	187052	0052786 0169822	DAVIS COUNTY, UTAH	N SALT LAKE CITY	788.65	Crossing Pipeline
✓	220828	0197037 0623342	NORTH SALT LAKE CITY	N SALT LAKE CITY	789.04	Crossing Pipeline
✓	221334	0197021 0623249	NORTH SALT LAKE CITY	N SALT LAKE CITY	752.05	Crossing Pipeline
OSL	A65533	603452	SALT LAKE PIPE LINE COMPANY	BECKS	0.00	Crossing Pipeline
OSL	75292	61707 132917	UTAH POWER DBA PACIFICORP	BECKS	32.84	Crossing - Wireline
OSL	A75292	605430	UTAH POWER & LIGHT COMPANY	BECKS	0.00	Crossing - Wireline
OSL	A101457	615523	UTAH POWER & LIGHT COMPANY	SALT LAKE CITY	0.00	Crossing - Wireline
OSL	A56187	602076	UTAH LIGHT & TRACTION COMPANY	SALT LAKE CITY	0.00	Crossing - Wireline
OSL	A56204	602081	UTAH LIGHT & TRACTION COMPANY	SALT LAKE CITY	0.00	Crossing - Wireline
OSL	A62544	546174	UTAH LIGHT & POWER COMPANY	SALT LAKE CITY	0.00	Crossing - Wireline
OSL	A70255	526386	UTAH OIL REFINING COMPANY	SALT LAKE CITY	0.00	Crossing Pipeline
OSL	A74440	605302	UTAH POWER & LIGHT COMPANY	SALT LAKE CITY	0.00	Crossing - Wireline
OSL	A75640	605515	SALT LAKE PIPE LINE COMPANY	SALT LAKE CITY	0.00	Crossing - Wireline
OSL	A90508	610893	MOUNTAIN FUEL SUPPLY COMPANY	SALT LAKE CITY	0.00	Crossing - Wireline
OSL	OS12947	514808	UTAH OIL REFINING COMPANY	SALT LAKE CITY	0.00	Crossing Pipeline
OSL	A56881	6541	AMERICAN OIL COMPANY, THE	SALT LAKE CITY	3.47	Crossing Pipeline
OSL	136958	60176 105926	WESTERN TELE-COMMUNICATIONS, I	SALT LAKE CITY	78.30	Crossing - Wireline
OSL	106218	42670 100432	CHEVRON U.S.A. INC.	SALT LAKE CITY	78.49	Crossing Pipeline

SCHEDULE 3.6 - Assigned Leases and Assigned Other Agreements on Section 3.2 Properties, Section 3.4 Properties and Current NC Properties

RAIL LINE	AUDIT NUMBER	ORDER PROJECT NUMBER	PARTY NAME	CITY	MILEPOST	DESCRIPTION
OSL	149564	56056 113987	QUESTAR GAS COMPANY	SALT LAKE CITY	782.90	Consent Pipeline Crossing in Public ROW
OSL	172176	44594 148094	ELECTRIC LIGHTWAVE, INC.	SALT LAKE CITY	783.05	Consent Wire Crossing in Public ROW
OSL	178137	43391 154489	BROOKS FIBER COMMUNICATIONS OF UTAH	SALT LAKE CITY	783.05	Crossing - Wireline
OSL	209000	172600 524894	PIONEER PARTNERS, LLC	SALT LAKE CITY	783.84	Crossing Pipeline
OSL	172010	44531 147898	AMOCO OIL COMPANY	SALT LAKE CITY	784.58	Encroachment - Pipeline
OSL	A104690	67676 3646	AMOCO OIL COMPANY	SALT LAKE CITY	784.85	Crossing Pipeline
OSL	155231	46665 128806	KERN RIVER GAS TRANSMISSION CO	SALT LAKE CITY	787.32	Crossing Pipeline
N	A100619	0615245	NORTH SALT LAKE CITY CORPORATION	SALT LAKE CITY	0.00	Crossing Pipeline
N	A98699	0614314	MOUNTAIN STATES TELEPHONE & TELEGRAPH CO.	SALT LAKE CITY	0.00	Crossing - Wireline
N	190506	0067889 0180107	SALT LAKE CITY PUBLIC UTILITE	SALT LAKE CITY	783.61	Crossing Pipeline
N	207389	0163251 0193116	SALT LAKE CITY CORPORATION	SALT LAKE CITY		Crossing Pipeline
N	207236	0172874 0503009	MIDVALE CITY CORPORATION	SALT LAKE CITY		Consent Pipeline Crossing in Public ROW
N	102490	68221 99728	SOUTH SALT LAKE, CITY OF	BURTON	796.70	Encroachment - Drainage Agreement
Bingham Branch)						
JRGW	SPY9776		UTAH DEPARTMENT OF TRANSPORTATION	WEST JORDAN	3.84	Hwy Crossing
JRGW	SPX0692	146174	WEST JORDAN, CITY OF	WEST JORDAN	6.01	Lease
JRGW	S717835	156166 0275163	QWEST CORPORATION	WEST JORDAN	1.49	Wire
JRGW	S717428		BACH CORPORATION	WELBY	3.10	Pipeline
JRGW	S717427	156169	BACH CORPORATION	WELBY	3.10	Pipeline
JRGW	S716627	156168 274056	TCI OF INDIANA, INC	WEST JORDAN	2.47	Wire
JRGW	S716626	156167 274055	TCI OF INDIANA, INC	WEST JORDAN	2.47	Wire
JRGW	S715963	156170	QWEST CORPORATION	WELBY	6.11	Crossing - Wireline
JRGW	S713701	188344	WEST JORDAN, CITY OF	WEST JORDAN	4.85	Crossing Pipeline
JRGW	S713700	188342	WEST JORDAN, CITY OF	WEST JORDAN	5.24	Crossing Pipeline
JRGW	S028992	173577	TCI OF INDIANA, INC	WELBY	4.50	Crossing
JRGW	S026170	173319	INTERSTATE BRICK	WEST JORDAN	6.60	Track Agreement
JRGW	S024671	81098	BMC WEST CORPORATION	WEST JORDAN	1.55	Track Agreement
JRGW	241052	240228 688105	WEST JORDAN CITY OF	WEST JORDAN	4.80	Crossing - Pipeline
JRGW	240974	240225 688102	WEST JORDAN CITY OF	WEST JORDAN	4.80	Crossing - Pipeline
JRGW	240973	240225 688103	WEST JORDAN CITY OF	WEST JORDAN	4.80	Crossing - Pipeline
JRGW	240970	240227 688104	WEST JORDAN CITY OF	WEST JORDAN	4.80	Crossing - Pipeline
JRGW	238759	235910	ENTACT, LLC	MIDVALE	0.58	Roadway
JRGW	237367	233364 680287	LITTLESON INC	MIDVALE	0.58	Contractor's Right of Entry
JRGW	237281	233519	CITY OF WEST JORDAN, UTAH	WEST JORDAN	6.60	Crossing Pipeline
JRGW	237050	231461	KENNECOTT LAND COMPANY	WEST JORDAN	3.03	Crossing - Wireline
JRGW	236473	222226	WEST JORDAN, CITY OF	WEST JORDAN	4.77	Crossing - Public Roadway
JRGW	234161	223095	CITY OF WEST JORDAN	WEST JORDAN	1.96	Crossing Pipeline
JRGW	231616	222800	COMCAST OF UTAH II, INC	WEST JORDAN	6.38	Crossing - Wireline
JRGW	227662	213483	TCI CABLEVISION OF UTAH INC D/B/A AT&T	WEST JORDAN	2.88	Crossing - Wireline
JRGW	227609	213484	TCI CABLEVISION OF UTAH INC D/B/A AT&T	WEST JORDAN	1.29	Crossing - Wireline
JRGW	227608	213480	TCI CABLEVISION OF UTAH, INC D/B/A AT&T	WEST JORDAN	4.50	Crossing - Wireline
JRGW	227607	213304	TCI CABLEVISION OF UTAH, INC D/B/A AT&T	WEST JORDAN	5.66	Crossing - Wireline
JRGW	220358	193211 609531	SIERRA PACIFIC COMMUNICATIONS	WEST JORDAN	3.99	Crossing - Wireline
JRGW	216859	189859 596496	ADESTA COMMUNICATIONS, INC.	WEST JORDAN	3.99	Crossing - Wireline
JRGW	216858	189861 596499	ADESTA COMMUNICATIONS, INC	WEST JORDAN	4.50	Crossing - Wireline

SCHEDULE 3.6 - Assigned Leases and Assigned Other Agreements on Section 3.2 Properties, Section 3.4 Properties and Current NC Properties

RAILLINE	AUDIT NUMBER	FOUNDER PROJECT NUMBER	PARTY NAME	CITY	MILEPOST	DESCRIPTION
DRGW	209086	173375 505883	QUESTAR GAS COMPANY	WEST JORDAN	3.77	Crossing Pipeline
DRGW	207936	173142	SOUTHWIRE COMPANY UTAH PLANT	WEST JORDAN	3.49	Track Agreement
DRGW	202194	161120 190749	NEXTLINK OF UTAH, LLC	WEST JORDAN	2.88	Crossing - Wireline

SCHEDULE 8.1b

Section 8.1(d)

None

Section 8.1(e)

None

Section 8.1(f)

None

Section 8.1(g)

None

Section 8.1(h)

Seller's Representatives, Tony K. Love, Rodney S. Carroll, and Gregory Pinker, have no knowledge of any material non-compliance with Seller's obligations under the Schedule 3.6 Assigned Leases and Assigned Other Agreements.

Exhibit 3

**Before the
Surface Transportation Board**

Finance Docket No. 35008

**UTAH TRANSIT AUTHORITY - -
ACQUISITION EXEMPTION - -
UNION PACIFIC RAILROAD COMPANY
IN SALT LAKE COUNTY, UTAH**

CAPTION SUMMARY

Utah Transit Authority ("UTA") has filed a notice of exemption to purchase from the Union Pacific Railroad Company ("UPRR") the remaining width of a portion of the Bingham Industrial Lead, a line of railroad main track corridor (formerly The Denver and Rio Grande Western Railroad Company) as said line extends in a westerly direction from Midvale, Utah, M.P. 0.00 of said line, to Bagley, M.P. 6.60 of said line, of which right-of-way UTA acquired a thirty-five foot (35') strip from UPRR as part of the transaction described in STB F.D. No. 34170, *Utah Transit Auth. - Acquisition Exemption - Certain Assets of Union Pacific R. Co.*

Comments must be filed with the Board and served on Charles A. Spitulnik, Kaplan Kirsch & Rockwell LLP, 1001 Connecticut Avenue, NW, Suite 905, Washington, DC 20036, (202) 955-5600.

The notice is filed under §1150.31. If the notice contains false or misleading information, the exemption is void ab initio. Petitions to revoke the exemption under 49 U.S.C. 10502(d) may be filed at any time. The filing of a petition to revoke will not automatically stay the transaction.